

1. Application

1.1 These Standard Terms of Purchase for LINAK ("Terms") shall apply to and govern all deliveries from a party ("Supplier") to LINAK A/S or its Affiliates (each of which is referred to as "LINAK"). For the purpose of these Terms "Affiliate" shall refer to any entity that is directly or indirectly controlled by LINAK A/S, whether through ownership of shares, voting rights, or other means of control. LINAK and Supplier shall individually be referred to as a "Party" and collectively the "Parties".

1.2 Only these Terms shall apply between LINAK and the Supplier unless LINAK expressly agrees otherwise in writing. Any other terms and conditions - including but not limited to Supplier's general terms and condition - presented in communications shall not be binding on LINAK, even if LINAK accepts or pays goods without raising any objections, unless otherwise expressly agreed in writing by LINAK.

2. Ordering

2.1 Purchase orders issued by LINAK will be binding upon the Supplier's acceptance. Any changes or comments made by the Supplier regarding the purchase order will only be considered binding, if they are accepted by LINAK in writing. If the Supplier does not reject a LINAK purchase order within three (3) working days after receipt, or if the Supplier begins to perform any part of a LINAK purchase order the purchase order shall be regarded as unconditionally accepted by the Supplier. A purchase order issued by LINAK and accepted by Supplier is hereinafter referred to as an "Order". The products and services included in an Order are hereinafter referred to respectively as "Products" and "Services" or collectively as "Deliverables".

3. Payment and Prices

3.1 Payment terms are the end of the current month plus ninety (90) days from the date of undisputed invoice (+/- four (4) working days). Invoicing of Products may take place upon completion of delivery. Invoicing of Services may take place upon finalization and acceptance of the services, or on a monthly basis if specified in the Order. All invoices must be in English and include the LINAK order number and the agreed terms of payment. Invoices lacking this information are not payable and will be returned to the Supplier for correction and reissuance.

3.2 Unless explicitly stated otherwise, prices listed in an Order are (i) fixed and firm, (ii) exclusive of VAT (if any), but inclusive of all other expenses, including, but not limited to taxes, duties, levies, charges, travel costs, expenses, incidentals etc. and (iii) inclusive packaging cost.

4. Delivery

4.1 The supply of Deliverables shall be conducted by Supplier in accordance with the Order. In the absence of specified delivery terms within the Order, deliveries shall be executed Delivered Duty Paid (DDP) according to Incoterms® to the address specified by the ordering LINAK entity. DDP shall be interpreted according to the version of Incoterms that is in effect at the time of Supplier's acceptance of the Order.

4.2 The Order must be delivered at the agreed delivery date during normal business hours. Delivery before or after the agreed delivery date, partial deliveries or deliveries in excess of the quantities specified in the Order is only allowed subject to the prior written approval by LINAK.

4.3 Upon receipt of an Order, LINAK is only obliged to check for any 1) transportation damages that are visibly apparent on the exterior of the packaging containing the Deliverables, and 2) discrepancies in quantity or identity, which can be determined based on comparison between order documentation of LINAK (e.g., order-number, Product name, ordering text) with the Supplier's delivery documentation (e.g., delivery note, labelling of packaging units). No additional incoming inspections should be expected from LINAK by the Supplier.

4.4 Title to the Deliverables passes to LINAK at the time of delivery.

4.5 Packaging of Deliverables shall comply with any agreed specifications, applicable laws, and industry standards, and shall always provide sufficient protection against functional or cosmetic damage during transport, handling, and storage.

4.6 All deliveries must be accompanied by a delivery note, clearly stating the recipient's address and LINAK's order number.

Furthermore, the information on the delivery note must correspond to the labelling on the Products.

5. Delay

5.1 The agreed milestones, completion dates and dates of delivery must be observed at all times. If Supplier has reason to believe that it will not be able to deliver the Deliverables by the agreed time of delivery, Supplier shall promptly notify LINAK in writing to agree on appropriate priorities. For the avoidance of doubt, it is emphasized that such notice shall not relieve Supplier of its responsibility and liability to deliver on time.

5.2 If the Deliverables are not delivered at the agreed time of delivery, LINAK is entitled to claim liquidated damages from the date on which delivery should have taken place. The liquidated damages for delay in delivery shall be payable at a rate of two percent (2%) of the total Order sum for each commenced week of delay. The liquidated damages shall not exceed twenty-five percent (25%) of the total Order sum. The liquidated damages become due on LINAK's written demand.

5.3 Part deliveries shall not exempt Supplier from liability pursuant to this provision. In addition to the right to claim liquidated damages, LINAK is entitled to claim compensation for any direct loss in excess of the liquidated damages amount. This obligation on Supplier to compensate LINAK's loss shall exist irrespective of whether LINAK chooses to terminate the Order or not.

5.4 Any delay beyond fourteen (14) days from the agreed delivery date is considered a material delay which entitles LINAK to terminate the Order as well as any Order which is related to the delayed Order.

5.5 If Supplier is delayed in delivering, LINAK may ask Supplier to send the Order using the quickest available transport. If LINAK's request is reasonable considering the possible implications for LINAK, the Supplier is required to comply. Any extra delivery costs beyond what would typically be incurred for standard delivery methods shall be borne by the Supplier.

6. Sustainability

6.1 The Supplier and its sub-suppliers shall in their manufacturing and supply of Deliverables conduct their business by minimising the use of raw materials, energy, and water, reducing undesirable impacts on health, safety, and the environment as much as possible, and utilising natural resources most effectively. The Supplier shall respect and support the principles of the UN Global Compact and the Global Goals for Sustainable Development (SDGs).

6.2 Supplier is expected to have or to work towards having an environmental management system, based on ISO 14001 or equivalent and have or work towards having an occupational health and safety management system, based on ISO45001 or equivalent.

7. Compliance with Requirements

7.1 Supplier warrants that the Deliverables, and the Supplier's processes adhere to all applicable laws and regulations in the country/countries of manufacture, shipment, delivery, and (if provided to Supplier) the country of destination.

7.2 Supplier shall as a minimum comply with all applicable environmental and safety regulations valid in the manufacturing country at the time of manufacturing.

7.3 Supplier shall cascade all applicable requirements through the supply chain to the point of manufacture.

7.4 Upon LINAK's request, the Supplier shall, at its own expense, provide all necessary support and cooperation to enable LINAK to comply with applicable laws related to the Deliverables. This includes, but is not limited to, providing any required data without undue delay. The Supplier shall, at its own expense, use reasonable efforts to provide other data related to the Deliverables within a reasonable timeframe when requested by LINAK.

8. LINAK Code of Conduct for Suppliers

8.1 Supplier shall comply with LINAK Code of Conduct in force at the time in question. Supplier's breach of this obligation is considered a material breach of the Order. The applicable LINAK Code of Conduct for Suppliers is available at: www.linak.com/sustainability/code-of-conduct/

9. Export Control Regulations

9.1 Supplier shall inform LINAK about any applicable (re-) export license requirements for the Deliverables under any local (the country from which Supplier will export the Deliverables), European or US export control law and customs regulations, as well as the export control law and customs regulations of the country of origin of the Deliverables. Therefore, at least in its offers, order confirmations, and invoices Supplier shall provide the following information regarding the Deliverables:

- (i) ECCN (Export Control Classification Number) for European and/or US-goods (including technology and software) pursuant to the European Export Control regulations and/or US Export Administration Regulations (EAR);
- (ii) country of origin of the Deliverables and of the components thereof, including technology and software;
- (iii) any transport of the Deliverables through USA, manufacturing or storage of the Deliverables in the USA and whether the Deliverables have been manufactured by using US technology; and
- (iv) a contact person in Supplier's organization to provide further information to LINAK upon request.

9.2 Upon LINAK's request, Supplier shall provide any other foreign trade data with respect to the Deliverables and the elements thereof in written form and shall inform LINAK on all changes to such data without undue delay and prior to supply to LINAK.

10. Customs

10.1 Supplier must comply with all applicable national and international customs and foreign trade legislation ("Foreign trade legislation"). Supplier must notify LINAK in writing of all data and information that LINAK needs in order to comply with the Foreign trade legislation in exports, imports, and re-exports, in particular, but not limited to: the commodity code according to the current commodity classification for trade statistics and customs purposes based upon the Harmonized System (HS); and the country of origin (non-preferential origin). If requested by LINAK, Supplier must also supply the following: a certificate proving the non-preferential origin; and supplier declarations of preferential origin or preferential certificates (in the case of suppliers from countries where electronic origin statements do not apply).

10.2 Upon LINAK's request Supplier shall provide any other foreign trade data related to the Deliverables and their components in written form and shall inform LINAK of all changes to such data without undue delay and prior to supply to LINAK.

11. Data Privacy

11.1 The processing of personal data by LINAK is carried out in accordance with the applicable privacy policy available at www.linak.com/privacy-policy/, which the Supplier is encouraged to review.

11.2 To the extent necessary for fulfilling an Order each Party acknowledges and authorizes global exchange, use and processing of relevant Contact Data by the receiving Party. "Contact Data" refers to names and business contact details of employees, business contacts persons, and representatives of each Party, such as title, name, email address, telephone number etc., received by the other Party. As Contact Data is regulated by applicable laws on data privacy, each Party shall process and treat Contact Data in accordance with applicable laws, in accordance with specific instructions from the other Party, and in any event in a safe and secure manner preventing unauthorized access, use, or disclosure. Each Party will use adequate contractual and technical mechanisms to protect Contact Data.

12. Data Security and Security Breach

Each Party shall implement appropriate contractual, technical, and organizational measures to protect any personal data received from the other Party against any actual or potential compromise of its security, confidentiality, or integrity, including unauthorized access, use, disclosure, alteration, or destruction ("Security Breach").

12.1 If a Security Breach of the other Party's personal data happens, a Party shall: i) immediately inform the other Party in writing and by telephone together with a detailed description of the Security Breach, the affected personal data, and any other information as the other Party may request; ii) take action immediately, including investigating, identifying, preventing and mitigating the effects of any such Security Breach, at its own expense. Any filings, communications, or press releases shall be pre-approved by both Parties.

13. Warranty

13.1 For a period of thirty-six (36) months from the date of delivery Supplier warrants that Deliverables supplied (i) are designed and manufactured based on Supplier's best knowledge on

product design, product materials, and product technology in a professional and workmanlike manner; (ii) are fit for any normal or agreed purpose; (iii) are free from defects in design, materials and workmanship; (iv) comply with agreed specifications and requirements; and (v) comply with applicable laws, regulations, norms, and standards. Any non-compliance with the warranties is considered a "Defect" and Deliverables that does not meet the requirements of these warranties shall be deemed to be "Defective".

13.2 If LINAK becomes aware of a Defective Deliverable within the Warranty Period, Supplier shall, upon LINAK's demand without undue delay - at LINAK's discretion - credit, replace, or repair the Defective Deliverables at Supplier's cost and risk. Supplier shall furthermore compensate LINAK for any documented direct losses incurred as a result of such Defective Deliverables, including but not limited to, inspection costs, project management cost, line-stop costs, sorting costs, travel cost, dismantling and re-installation costs, analysis cost, advertising cost, recall cost, freight, import and export duties, charges, and taxes.

13.3 Any replacement Deliverables shall be new and unused. Defective Deliverables that have been replaced at Supplier's cost shall be returned to Supplier at Supplier's risk and cost if Supplier requests so within thirty (30) days from Supplier's receipt of LINAK's complaint.

13.4 Credit note covering the Defective Deliverables shall be issued at the price at which the Deliverables were originally invoiced by Supplier.

14. Serial Failures

14.1 If the same, or roughly the same type of Defect occurs, within the warranty period of the Deliverables and in at least three percent (3%) of the Deliverables, and in a minimum of ten (10) units, manufactured to the same design, which have been delivered by Supplier to LINAK during any three (3) months' period, such Defect is considered a "Serial Failure". All such Deliverables delivered to LINAK within the three months' period are referred to as "Serial Failure Deliverables".

14.2 Clause 13.2-13.4 shall apply for all Serial Failure Deliverables, as if each of them has been proven by LINAK to be Defect.

15. Warranties Concerning Services

15.1 If the Supplier provides services to LINAK, the Supplier warrants that: (a) the Supplier possesses the requisite expertise, knowledge, and skills necessary to perform the services; (b) the services shall be performed in accordance with the highest industry standards; (c) the Supplier has the right to enter into and fully perform any Order, and the Supplier's performance of the services will not violate any agreement or obligation between the Supplier and any third party; and (e) all services shall comply with all applicable laws, rules, and regulations of the country where the services are performed.

16. Product Liability

16.1 Supplier shall defend, indemnify, and keep LINAK harmless from all claims and losses arising from personal injury or damage to property, provided that these are due to defects in Products. Supplier shall furthermore defend, indemnify, and keep LINAK harmless for losses and expenses incurred by LINAK in the course of averting risk for death, personal injury, or damage to property caused by Products, e. g. issuing warnings or initiating preventive recall actions.

16.2 If a product liability claim relating to Products is lodged by a third party against one of the Parties, the latter Party must without undue delay inform the other Party thereof in writing.

16.3 Supplier shall assume the defence of claims or losses with counsel approved by LINAK, which approval may not be unreasonably withheld or delayed. LINAK may, at its discretion and expense, be represented by counsel of its choice in any action or proceeding with respect to any such claims or loss. Supplier shall not settle any claim or loss without LINAK's written consent, which shall not be unreasonably withheld or delayed.

16.4 Supplier is obliged to let itself be summoned to the court or arbitral tribunal examining claims for damages lodged against LINAK based on damage allegedly caused by a Product.

17. Intellectual Property

17.1 Supplier warrants that the Deliverables, as well as their use or transfer, do not infringe any intellectual property.

17.2 If claims based on the Deliverables' infringement of intellectual property are made by a third party against LINAK and/or LINAK's customers and/or end-users of the Deliverables or LINAK products of which the Deliverables form part, Supplier shall indemnify LINAK for all damages, costs, and expenses arising from or related to such claim or infringement. LINAK shall, without undue delay, notify the Supplier of any such claim and allow the Supplier to either independently plead or to intervene in the legal proceedings regarding such infringement claim.

Should Deliverables be found to infringe intellectual property, Supplier shall, at no expense to LINAK, modify the Deliverables to eliminate the infringement or shall obtain and maintain such necessary licences and rights as are required for the unrestricted, continuous use of the Deliverables.

17.3 If the infringement directly results from the Supplier's adherence to LINAK specifications or other written instructions that deviate from the Supplier's standard product design, the Supplier shall only be liable for such infringement if the Supplier was aware of the infringement or, as a manufacturer of the Deliverables, reasonably should have been aware, yet failed to notify LINAK in writing about the infringement.

18. Insurance

18.1 Supplier shall maintain and keep in force adequate business and products liability insurance and products and completed operations coverage.

18.2 If Supplier delivers products to LINAK, Supplier's insurance shall include recall covering such Products. The insurance is to be in effect at a minimum for the term of the Parties' business co-operation and for a period of five (5) years hereafter. As proof of such insurance, Supplier shall on the request of LINAK provide LINAK with an insurance certificate without undue delay. Coverage for injuries to persons or damage to property must be worldwide including USA and Canada, with not less than EUR 4,000,000.00 per injury/damage and not less than EUR 8,000,000.00 per calendar year.

18.3 Furthermore, if Supplier delivers products to LINAK, Supplier's insurance shall cover liability for damages to or losses concerning objects (including objects belonging to LINAK) that Supplier's products are (i) made part of, mixed with, incorporated in, joint with, used for packing of, or in any other manner connected with; or (ii) worked up with or used for working up of; or (iii) used for production or working up of or any type of handling of.

19. Secondary Damage

19.1 All claims for consequential losses, loss of profit, loss of goodwill, and any other indirect losses are expressly excluded.

19.2 Clause 19.1 shall not apply for any liability under Clause 16 ("Product Liability"), Clause 17 ("Intellectual Property Rights"), and 24 ("Confidentiality") neither in the event of (i) wilful misconduct or fraud, (ii) gross negligence, or (iii) in case of death or bodily injury.

20. Force Majeure

20.1 Neither Party shall be held liable for any non-fulfilment of an Order, provided that the non-performing Party proves that such non-fulfilment is caused by force majeure, including but not limited to labour conflicts involving individuals other than the Supplier's employees, fire, epidemic, pandemic, prohibitions on export and import, currency restrictions, or other obstructions due to circumstances beyond the reasonable control of the non-performing Party, without such Party's fault or negligence, and which could not reasonably have been foreseen by such Party ("Force Majeure Events"). Force Majeure Events also includes instances where LINAK is restricted from taking delivery due to the said events.

20.2 The Party intending to claim relief due to force majeure shall, in writing, without delay inform the other Party of the obstruction(s) and the implication of this for the fulfilment or ability to taking delivery of the Order. This Party is furthermore obligated to loyally cooperate in mitigating the consequences of a force majeure situation.

20.3 In case the specific force majeure situation persists for more than two (2) months, the other Party is entitled to terminate the Order by written notice with immediate effect without further liability.

21. Confidentiality

21.1 Throughout the duration of the commercial relationship between LINAK and the Supplier and five (5) years after termination thereof both parties shall treat all non-public technical and commercial information, including, but not limited to, drawings, descriptions, specifications, LINAK customer details, and any other sensitive business information, which has been disclosed between the parties in connection with the commercial relationship ("Confidential Information"), as strictly confidential. The obligations shall continue to apply beyond the five (5) year period for Confidential Information that qualifies as trade secret pursuant to applicable law as long as it qualifies as such.

21.2 The receiving Party shall not transfer to any third party except for affiliates of the parties, nor copy, disclose, or otherwise use Confidential Information for any purposes other than those originally intended when the Confidential Information was made available.

21.3 Confidential Information must be returned upon the disclosing Party's request.

22. Termination

22.1 LINAK reserves the right to terminate the Order in whole or in part with immediate effect, for convenience. LINAK must in such situation compensate any direct loss due to the termination. In case of such termination for convenience LINAK is entitled to delivery of any Deliverables or part thereof produced by Supplier until the date of termination.

22.2 The Order may be terminated with immediate effect, in whole or in part, by either Party under the following circumstances:

- In the event of a material breach of the Order by the other Party, if the material breach is not remedied to the non-breaching Party's reasonable satisfaction within thirty (30) days following notification of such breach; or
- If not restricted by applicable law, a Party becomes insolvent or any resolution or proceedings for liquidation (whether voluntary or involuntary) are instituted by or against a Party or in the event of the appointment of an administrator, assignee, or agent for the benefit of a creditor or creditors, or of a receiver for a Party, with or without consent.

22.3 In case of termination for cause, LINAK is entitled to demand repayment of the instalments already paid or to demand delivery of any Deliverables produced or received by Supplier in exchange for payment of the agreed price of the Deliverables completed until the date of termination. LINAK is, furthermore, entitled to damages in accordance with applicable law.

22.4 In case of termination, whether for cause or convenience, the Supplier shall promptly provide LINAK with a detailed account of all work completed and costs incurred up to the termination date.

23. Governing law and Dispute Resolution Venue

23.1 Any disagreements or disputes arising between LINAK and the Supplier in connection with an Order shall be governed by the substantive laws of the country in which the ordering LINAK entity has its registered office, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

23.2 Venue for any litigation related to an Order shall be the venue of the ordering LINAK entity.

24. Miscellaneous

24.1 All formal communication regarding amendments to specifications and terms regulated by these Terms shall be in English.

24.2 If any term or condition within these Terms, or any portion thereof, is found to be invalid, unenforceable, illegal, or inoperable, the validity, enforceability, legality or operability of the remaining terms and conditions shall remain unaffected and intact.

Effective as of December 2025