

## Explicit ApS

# Terms and Conditions for the Supply of Services

### 1. GENERAL

- 1.1 The following terms and conditions ("Conditions") shall apply to the sale of services ("Work") from Explicit ApS, CVR 37639605 ("Seller") to any customer ("Customer"), jointly referred to as parties ("Parties"). These Conditions also apply, even if Customer has stated other conditions during purchase negotiations, in Customer's tender materials, and/or in Customer's confirmation of purchase to the Seller. Such conditions shall be deemed waived upon Seller's acceptance of the Work, including in any subsequent written agreement ("Agreement") between the Parties, unless Seller herein expressly state or agree to other individual conditions ("Supplementary Conditions"), different or differently worded from these Conditions.
- 1.2 In the event of conflict between the provisions of these Conditions and the Supplementary Conditions, the Supplementary Conditions shall prevail.
- 1.3 No requested variations to the Work, Conditions, or Supplementary Conditions shall be valid unless accepted in writing by an appropriately authorized person of Seller.
- 1.4 Seller shall not be obliged to accept any variation to the Work, the Conditions, or Supplementary Conditions.
- 1.5 Seller reserves the right to change and update these Conditions.

### 2. PROPOSALS AND ACCEPTANCE

- 2.1 Only written proposals ("Proposals") from Seller are valid. Unless previously withdrawn, Proposals are valid for the period stated therein, or if no period is stated, for 30 days from the date of Proposal.
- 2.2 Customer's acceptance of a Proposal or confirmation of purchase ("Purchase Confirmation") constitutes an offer by Customer to purchase the Work specified in the Purchase Confirmation on these Conditions.
- 2.3 No Purchase Confirmation placed by Customer shall be accepted by Seller other than by a written acceptance issued by Seller, including in a subsequent Agreement between the Parties or by Seller starting to provide the Work when an Agreement for the supply and purchase of the Work on these Conditions will be established.

### 3. PRICES

- 3.1 Any prices in Proposals or Agreements are based on costs at the date of the Proposal or Agreement excluding VAT and taxes. Seller reserves the right to change prices in the event of material changes in procurement costs, production costs, labour costs, raw materials, sub-deliveries, exchange rates, freight, discounts, customs, taxes, levies, and the like as well as in any events covered by force majeure.
- 3.2 In the event of variations to the Work, Seller reserves the right to adjust pricing accordingly to reflect any increase or decrease in the scope or quality of the delivery, and/or to recover any additional cost or expenses associated with the variation.
- 3.3 In the event of doubt, what constitutes variations to the Work shall be determined at the sole discretion of the Seller.
- 3.4 Prices are quoted in Danish kroner (DKK) or Euro (EUR) unless otherwise agreed by Seller.
- 3.5 Seller is under no obligation to quote prices, or accept payment, in currencies other than the ones listed in clause 3.4.
- 3.6 Prices provided in other currencies than Danish krona (DKK) or Euro (EUR) may, at Seller's sole discretion, be subject to a reasonable currency premium fee ("Currency Premium") added to the price to cover currency fluctuation risk. Such Currency Premium shall be stated in the Proposal or Agreement.

### 4. PAYMENT

- 4.1 Unless otherwise agreed in Supplementary Conditions, invoices will be submitted at any time after completion of Work, or parts of the Work as stated in the Proposals or Agreements, and payment due and cleared within 30 days from the date of invoice ("Payment Terms").
- 4.2 Payment shall be made in the currency and according to the instructions on the invoice.
- 4.3 Failure by Customer to comply with the Seller's Payment Terms ("Late Payment") shall be considered a material breach, entitling the Seller to suspend any further Work, remove any Work, equipment, materials and/or other items already delivered or not, until such terms have been complied with, or to treat the Agreement as immediately terminated, stop any further deliveries, and demand immediate payment of any receivables, whether due or not. Customer shall further be liable to indemnify Seller against any cost, loss, expense, or liability arising out of or in connection with such suspension or termination including payment for Work to be done.
- 4.4 In the event of Late Payment, interests shall be payable to the Seller from the day following the payment due date in accordance with the interest rate provisions of the Danish Interest and Late Payments Act (Danish: Renteloven).
- 4.5 No alleged fault or deficiency in any Work, equipment, or material, or other form of counterclaim or offset shall entitle Customer to withhold any payment provided for in the Agreement, unless recognized and accepted in writing by the Seller.
- 4.6 Regardless of any previous Payment Terms agreed, in the event of Late Payment, Seller shall be entitled to make future deliveries conditional upon upfront payment or require that Customer provides adequate security guarantees.
- 4.7 Regardless of the above provisions, Seller reserves the right to, before delivery, to demand a guarantee for payment or payment prior to delivery as specified in the Proposal or Agreement.
- 4.8 In the event, Customer suspends or reschedules all or parts of the Work within 14 days of scheduled commencement, Seller shall be entitled to a rescheduling fee of 10 % of the quoted value of the Work ex VAT.
- 4.9 In the event, Customer cancels all or part of the Work before scheduled commencement, Seller shall be entitled to a cancellation fee equal to a percentage of the quoted value of the Work ex VAT (inclusive of any upfront payments already received) as follows:
  - >60 days before scheduled commencement: 0 %.
  - 30 to 60 days before scheduled commencement: 25 %
  - 14 to 30 days before scheduled commencement: 50 %
  - <14 days before scheduled commencement: 80 %
- 4.10 Neither party may offset any amounts owed to it by the other party against any amount payable by it to the other party.

### 5. DELIVERY

- 5.1 Unless otherwise agreed in writing, delivery of the Work shall take place in accordance with the terms and at the time specified in the Proposal or Agreement.
- 5.2 Any delivery schedule or dates specified in the Proposal or Agreement shall be construed as an estimate unless Seller has agreed otherwise in writing.
- 5.3 Seller reserves the right to defer the date of delivery or time of performance by a reasonable period if delay is due to conditions outside Seller's control including Force Majeure in accordance with the provisions below.



- 5.4 Customer is not entitled to delay the agreed delivery time without prior consent from Seller unless conditions reasonably require so.
- 5.5 If a delivery delay is caused by Customer, its agents, or subcontractors, Seller is entitled to payment for any delays such as but not limited to daily rental and work fees, and reimbursement of any resulting loss and expenses including but not limited to finance costs arising from any associated payment deferral.
- 5.6 If a delivery delay is caused by weather or conditions outside the operational parameters of Seller's equipment or any other condition which is deemed not to be safe, determined at Seller's sole discretion, Seller is entitled to payment for such delays including but not limited to daily rental and work fees.
- 5.7 Seller may, without notice, change the Work to comply with any applicable safety procedures, statutory or regulatory requirements, provided that such changes do not materially affect the nature, scope, or quality of the delivery. If such changes affect the delivery, Seller shall submit a change request to Customer, which approval shall not be unreasonably withheld.
- 6. FORCE MAJEURE**
- 6.1 Seller is not responsible for delay in the event of force majeure ("Force Majeure") including but not limited to labor disputes and any other circumstance beyond the control of the Parties, such as fire, war, seizure, pandemics, currency restrictions, riots and disturbances, lack of means of transport, general shortage of goods, delay or cassation of large batches of goods, restrictions on energy or fuel, as well as any delays caused by defective or missing deliveries from Seller's subcontractors, regardless of the reason for this.
- 6.2 In the event of Force Majeure, delivery is deferred until such time as the event has passed, however no more than four weeks after which either party shall be entitled to terminate the Agreement without cause.
- 7. CUSTOMER OBLIGATIONS**
- 7.1 Customer shall:
- 7.1.1 provide Seller, its employees, agents, and subcontractors, in due time and at no charge, access to any premises and other facilities designated by Customer as needed for completion of the Work;
- 7.1.2 in the event of accredited Work, provide any national accreditation body, in due time and at no charge, access to any premises and other facilities designated by Customer as needed for completion of the Work, for the purposes of auditing of the Work.
- 7.1.3 where Work is to be performed offshore, provide, at no cost to Seller, all routine and medivac transportation for Seller's employees, agents, subcontractors, as well as any equipment and materials needed for the Work which are capable of transportation by helicopter or supply vessel, between Customer heliport and supply base as mutually agreed;
- 7.1.4 provide Seller, its employees, agents, and subcontractors, in due time and at no charge, such information as Seller may need for the purpose of the Work and ensure its accuracy in all material respects;
- 7.1.5 be responsible at its own cost for preparing and maintaining any premises and other facilities safe under applicable safety procedures, statutory or regulatory requirements, during the Work on those premises or facilities;
- 7.1.6 comply with any specifications, instructions, and guidelines provided by Seller on the appropriate handling of any equipment, materials, or other items in Customer's care for the purpose of the Work, including but not limited to, storage, transportation, powering, installation, protective seals, and supportive materials; and
- 7.1.7 be liable for all reasonable costs, charges or losses sustained or incurred by Seller arising from Customer's fraud, negligence, failure to perform, or delay in the performance of, any of its obligations related to the Work subject to Seller documenting such costs, charges, or losses in writing.
- 8. PROPERTY AND INSURANCE**
- 8.1 Any equipment, materials, software, user access credentials, or other items which Seller may provide for the purpose of the Work shall be used only for said Work and only by personnel designated by the Seller.
- 8.2 Any equipment, materials, software, or other items which Seller may provide for the purpose of the Work shall remain the property of Seller and be timely returned after use, uninstalled, or disposed at the request of Seller. Any uninstallations or disposals shall be confirmed by Customer at Seller's request.
- 8.3 Any equipment, materials, software, or other items which Seller may provide for the purpose of the Work shall not be modified, opened, copied, or altered in anyway, in whole or in part, unless expressly approved by Seller, and shall be returned in the same condition as provided, except for normal wear.
- 8.4 No markings on equipment or materials, such as but not limited to logos, seals, ID labels etc. may be removed from or covered on any of Seller's property.
- 8.5 Property of the Work shall remain with Seller until the whole of the payment and all other sums which are, or become, due have been paid, irrespective of the completion of all or parts of the Work.
- 8.6 Seller reserves the right to restrict access to, recover, remove, or retract any data, documents, equipment, materials and/or other deliverables for which payment is overdue.
- 8.7 Seller is entitled to make any delivery conditional upon Customer taking out additional insurance cover if the Seller considers that the delivery of the Work includes the treatment or handling of extra valuable items.
- 8.8 Seller shall maintain insurance coverage of personnel, equipment, products, and other items, including aviation specific third-party insurance, as required by Danish law.
- 8.9 Seller is obliged to provide evidence of relevant insurance coverage upon Customer request.
- 9. LIMITATION OF LIABILITY**
- 9.1 For claims relating to the Seller's fulfillment or failure to fulfill its obligations, Customer is entitled to compensation for any direct loss with the following limitations:
- 9.1.1 Seller's liability is limited to direct damage and/or loss and is, regardless of the cause or nature of the claim, limited to the amount invoiced for the Work which is the cause of or directly connected to the claim.
- 9.1.2 Seller is under no circumstances liable to Customer for any operating losses, lost profits, lost savings, other consequential financial losses, or other indirect losses or consequential damages resulting from the Work save for those mentioned in clause 9.1.1.
- 9.1.3 Seller is under no circumstances liable to Customer for any operating losses, lost profits, lost savings, other consequential financial losses, or other indirect losses or consequential damages resulting from the use of the deliveries sold or the inability to use them, regardless of whether the Seller has been informed of the possibility of such claims.
- 9.1.4 Seller resumes no responsibility for Customer's third-party liability.
- 9.1.5 Seller is not responsible for any damage to property or third parties while equipment, materials or other items are in Customer's care.
- 9.1.6 Seller shall be indemnified by Customer to the extent Seller is held liable by third parties for such damage or loss for which Seller is not liable to Customer.
- 9.2 All warranties, conditions, and other terms implied by statute or law are, to the fullest extent permitted by law, excluded under these Conditions.
- 9.3 If a third party makes a claim against one of the Parties for liability in relation to the Work, this party must immediately notify the other party.
- 10. DESCRIPTIONS ETC.**
- 10.1 Customer assumes responsibility that any services and any reports stipulated by Customer are sufficient and suitable for its purpose in relation to the Work, except where Customer's stipulations are in accordance with Seller's specific advice in writing.
- 10.2 All specifications, drawings, and information on weight, dimension, capacity, price, appearance, technical and other data submitted by Seller in the Proposal or listed in catalogues, data sheets, advertisements, image material, price lists etc. are approximate and indicative only. Such information is therefore only binding to the extent that this is expressly reproduced or specifically referred to in the Agreement.



- 10.3 Seller is entitled to change or upgrade specifications etc. including appearance to equipment, materials and other items used in the Work as well as the delivered product itself, in between the time of Proposal and commencement of the Work / time of delivery, as long as such changes by objective assessment do not in any way impair the Work or the delivered product.
- 10.4 All submitted drawings and descriptions etc. remain the property of Seller and may not be copied, reproduced, handed over to, or otherwise brought to the knowledge of third parties without permission.

**11. CONFIDENTIALITY**

- 11.1 Customer shall keep in strict confidence all technical and commercial know-how, prices, specifications, designs, inventions, processes, or initiatives of a confidential nature disclosed to Customer by Seller, its agents, or subcontractors or any other confidential information about Seller which Customer may obtain. Customer shall restrict disclosure of such confidential material to its employees, agents, or subcontractors as is needed for completion of the Work, and Customer shall ensure that such employees, agents, and/or subcontractors are subject to the same confidentiality provisions which apply to Customer.
- 11.2 Seller retains the right to share potential information provided by Customer to Seller with Seller's agents or subcontractors to the extent necessary to complete the Work.
- 11.3 This clause 12 shall survive the termination of the Agreement to which these Conditions apply, regardless of cause.

**12. INTELLECTUAL PROPERTY**

- 12.1 Seller and its subcontractors (as applicable) shall retain ownership of all rights related to patents, trademarks, copyrights, methods, systems, designs, software, and other intellectual property ("IP") developed, used, or supplied by Seller in relation to the Work.
- 12.2 No rights shall be granted to Customer or any servant, agent, subcontractor of client of Customer's, and nothing in these Conditions or the Agreement shall be construed as transferring any IP rights to Customer.
- 12.3 Customer undertakes and agrees that Customer shall make no representations or do any act which may be taken to indicate Customer has any right, title, or interest in Seller's IP.
- 12.4 Customer shall not attempt to register in any country, any of Seller's IP rights.
- 12.5 Seller shall not be liable for the infringement of any patent, registered design, trademark, or other IP where such infringement results from Work being carried out to Customer's specifications and instructions and Customer shall indemnify Seller fully against any such claims.

**13. MISCELLANEOUS**

- 13.1 Customer acknowledges and agrees that details of its name, address, payment records, and personnel data will be processed by Seller in connection with the Work.
- 13.2 Any waiver of rights under these Conditions is only effective if it is in writing.
- 13.3 Seller may at any time assign, transfer, charge, sub-contract or in any other manner deal with all or any of its rights or obligations under these Conditions or Agreements.
- 13.4 Nothing in these Conditions shall be construed as creating a partnership between the Parties, or to authorize either Party to act as agent for the other, and neither Party shall have authority to act in the name, or on behalf of, the other Party.
- 13.5 Notices given under these Conditions shall be in writing, addressed to the attention of the person named in the Proposal, or alternatively to:

Explicit ApS, Teknikerbyen 5  
2830 Virum  
Denmark  
Attn. Operations  
E-mail: [info@explicit.dk](mailto:info@explicit.dk)

**14. DISPUTE RESOLUTION, SEVERABILITY, AND WAIVER**

- 14.1 The validity, interpretation and performance of these Conditions and any dispute connected herewith shall be governed and construed in accordance with the laws of Denmark. The language of the proceedings shall be either Danish or English.
- 14.2 If a court finds any provision of these Conditions invalid or unenforceable, this shall not affect the validity of the Agreement or other provisions which shall remain in force, and any invalid provisions shall be interpreted so as best to affect the intent of the Parties.
- 14.3 The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. These Conditions and each Party's obligations shall be binding on the representatives, assigns and successors of such Party.