VELUX GROUP STANDARD TERMS & CONDITIONS FOR INDIRECT PROCUREMENT

1. Purpose and Background

1.1 These terms & conditions for procurement by the VELUX Group ("**T&Cs**") shall apply to procurement by any VELUX entity submitting a purchase order ("**Purchase Order**") for goods ("**Goods**") and services ("**Services**"), collectively the "**Deliverables**", and to the delivery thereof by the VENDOR. VELUX and VENDOR shall be individually referred to as Party and collectively as Parties. .

1.2 These T&Cs apply to the agreement between VELUX and VENDOR as to the provision of the Deliverables, to the exclusion of any other terms and conditions of VENDOR. In the event that VELUX and VENDOR have entered into a specific, negotiated agreement for Deliverables, such agreement shall apply in respect of purchase orders for Deliverables ("**Purchase Orders**") in lieu of these T&Cs.

1.3 In case of discrepancies between these T&Cs, a Purchase Order, and appendices, the following order of precedence shall apply: (i) these T&Cs, (ii) the appendices, (iii) the Purchase Order. Any deviations from this order of precedence will require express agreement to deviate from the T&Cs in the Purchase Order, meaning such deviating terms shall be "expressly agreed" in the Purchase Order.

2. Acceptance of a Purchase Order

3.1 VENDOR shall issue an order confirmation within 48 (forty-eight) hours after VENDOR has received the VELUX Purchase Order. If VELUX does not receive an order confirmation within this period, the Purchase Order shall be deemed confirmed by VENDOR.

3.2 VELUX shall be entitled to cancel any Purchase Order for Deliverables without incurring liability towards VENDOR, provided that such cancellation is given with 14 (fourteen) days' notice before the delivery date specified in the Purchase Order.

3. Price and Payment Terms

4.1 Prices are included as agreed in the Purchase Order. Prices may be based on a fixed price list expressly agreed with VELUX which can only be amended in writing by agreement between the Parties and cannot be changed by VENDOR unless otherwise expressly agreed in the Purchase Order. VENDOR shall be entitled to invoice VELUX only when delivery has taken place. Invoices shall comply with VELUX's invoicing requirements for correct invoice and be received by VELUX within 90 (ninety) days of delivery, as VENDOR's right to claim payment is otherwise precluded.

4.2 Payment shall be made within current month + 45 (forty-five) days following receipt of a correct invoice unless otherwise expressly agreed.

4.3 Any changes to the price list are to be agreed in writing between the Parties. If no renegotiation takes place, the agreed prices are automatically extended. The Parties shall request a renegotiation of the prices at least 60 (sixty) days before the expiration of the then current price list.

4. Regulatory Compliance

4.1 VENDOR warrants that Deliverables to VELUX will be compliant with any and all EU and national laws, rules, directives, and regulations applicable to the Deliverables, including as outlined in the VELUX Restricted Substance Management Standard (VRSMS).

4.2 VENDOR is obligated to remain informed of the latest version of VELUX's VRSMS as published on VELUX's website (https://www.velux.com/sustainability/responsible-business/governance-and-reporting/standards-and-policies)

4.3 The Goods shall be packaged and labelled in accordance with the Purchase Order.

5. Quality of Deliverables

5.1 The VENDOR shall have a methodical quality management system comparable to the ISO 9000 series and, in particular, to ISO 9001.

5.2 VENDOR acknowledges that VELUX performs incoming inspection of the Goods within reasonable time of receipt, to the extent practically possible, of quantity deviations or/and obvious transport damages that are immediately identifiable upon receipt ("Obvious Defects"), without prejudice to the right to raise a claim for other defects later in accordance with these T&Cs. VELUX shall notify VENDOR of any such Obvious Defects within 2 (two) weeks of the receipt of the Goods.

6. Delivery and Delay

6.1 VENDOR shall deliver the Deliverables within the delivery time stipulated in the respective Purchase Order, including any defined delivery milestones therein ("Delivery Time"). Specifically, for deliveries of Goods, these shall be delivered in accordance with DDP (INCOTERMS 2020) unless otherwise stated in the Purchase Order at the time and place indicated in the Purchase Order.

6.2 Specifically in respect of Goods in the form of complex equipment to be installed at a VELUX location, delivery is deemed to take place when such equipment is formally approved and accepted by VELUX after issue of final acceptance protocol, take-over certificate, or similar documentation of acceptance ("Take-Over"), unless otherwise expressly agreed in the Purchase Order.

6.3 If any Deliverables ordered cannot be delivered at the agreed Delivery Time, in the correct quantity and/or to the Place of Delivery, VENDOR shall promptly notify VELUX of the delay, the reason for the delay, and the new delivery date. If Deliverables are defective upon delivery, VELUX may reject delivery.

6.4 In the event of a delay in the delivery of the Deliverables at the agreed Delivery Time, or in case the Goods cannot be identified and as a result cannot be used (because of e.g. wrong or incorrect identification or marking/labelling), VELUX shall have the right to claim liquidated damages

calculated as 5 (five) percent of the invoiced price for the delayed consignment for each commenced week of delay. In addition, VELUX shall have the right to recover its actual losses due to the delay in excess of the liquidated damages.

7. Warranty

7.1 General. The VENDOR warrants that Deliverables shall (a) conform to the Purchase Order and general product or services specifications, as well as any specific agreed specifications and/or requirements to the Deliverables' quality and quantity, and (b) comply with laws and regulations applicable to the Deliverables, including the VRSMS.

7.2 Goods. The VENDOR warrants that (a) Goods shall free from defects in design, materials, and workmanship, and fit for the purpose for which Goods of the same description would ordinarily be used, and (b) it shall convey good title to the Goods, and that the Goods shall be delivered free from any security interest, lien, or encumbrance.

7.3 Services. The VENDOR warrants that Services are performed with due skill and care and aligned with industry standards for similar services, using proper materials and employing sufficiently trained and qualified personnel only. VENDOR personnel shall adhere to VELUX's regulations for access to and work at VELUX's premises.

7.4 Warranty Period. Except for the warranty for title (clause 7.2), which is provided perpetually, VENDOR warranties are provided for the warranty period ("Warranty Period") of 1 (one) year from the delivery of the Deliverables, unless otherwise expressly agreed.

7.5 Deliverables that fail to comply with the warranties set out herein shall be deemed defect ("Defect").

8. Defects

8.1 Within the Warranty Period, VELUX shall within 30 (thirty) days of discovering the Defect notify VENDOR thereof.

8.2 VELUX may, at its discretion, request that Defect Deliverables are replaced or repaired within a reasonable time frame at no cost to VELUX or otherwise made to conform. Alternatively, or if replacement or repair fails, VELUX may, as deemed necessary by VELUX, choose to terminate the Order and to procure replacement Deliverables from a third-party vendor at the cost of VENDOR, as well as raising a claim for loss suffered by VELUX.

8.3 If VENDOR repairs or replaces any parts of the Deliverables, the remainder of the Warranty Period shall apply to such repaired/replaced part from the date so repaired/replaced.

9. Third Party Indemnity

9.1 VENDOR warrants to VELUX that the Deliverables do not infringe or violate intellectual property rights of any third party (including but not limited to the VENDOR's employees and subcontractors). VENDOR shall indemnify and hold harmless VELUX and its employees in respect of any and all claims, damages, costs, and expenses (including but not limited to loss of profit and reasonable attorney's fees) in connection with any third-party claim that the Goods or their use infringe any third-party intellectual property rights.

10. Product Liability and Insurance

10.1 VENDOR shall be liable for product liability according to applicable law and maintains adequate and customary product liability insurance.

11 Liability

11.1 Each Party shall be liable for breach of these T&Cs according to applicable law.

11.2 Neither Party shall be liable for consequential or indirect loss unless expressly agreed otherwise. Loss of production shall be deemed a direct loss.

11.3 Nothing in these T&Cs shall be construed to limit or exclude the liability of a Party if due to fraud, willful default, gross negligence, death or personal injury and any breach of obligations as to title or indemnities.

12 VELUX Code of Conduct, Sustainability & IT Policy

12.1 VENDOR takes on the obligation to comply with the VELUX VENDOR Code of Conduct and is familiar with the VELUX Sustainability Policy, both available at VELUX website (https://www.velux.com/sustainability/responsible-business/governance-and-reporting/standards-and-policies).

12.2 In the event that the performance of the Deliverables requires access for the VENDOR to VELUX IT, VENDOR shall comply with the Acceptable Use Policy for IT in VELUX (Externals), as available at (https://www.velux.com/sustainability/responsible-business/governance-and-reporting/standards-and-policies).

13 Confidentiality

13.1 VENDOR, including its representatives, subcontractors, and employees, shall treat as confidential, safeguard from disclosure, and not use for its own purposes any technical, financial, or commercial information or know-how received from VELUX which is not in the public domain, whether marked or designated as confidential, including information about VELUX's trade secrets or other information relating to its business ("Confidential Information").

13.2 VENDOR shall not be entitled to use VELUX as a commercial reference without the prior written consent from VELUX.

14 Term and Termination

14.1 These T&Cs apply to and for the duration of the delivery and performance if the Deliverables according to the Purchase Order.

14.2 Termination for Breach. In the event of a Party's material breach of these T&Cs, the aggrieved Party may terminate the Purchase Order with immediate effect; a material breach shall be

deemed to have occurred in the event that (i) a Defect has remained uncured for any reasonable period for remedy set by VELUX, (ii) breach of confidentiality, (iii) breach of applicable laws, or (iv) a Party becomes insolvent, goes into liquidation, makes creditor arrangement, or otherwise ceases to do business, or becomes unable to pay its debts as they fall due.

15 Force Majeure

15.1 Neither Party shall be liable for any Delay, Defect, or otherwise failure in the performance of its obligations under the Purchase Order and these T&Cs caused by natural disasters, strikes, labor disputes, war, terrorism, governmental actions, pandemics, provided such events were unforeseeable, beyond the affected Party's reasonable control, and could not have been prevented or overcome by the affected Party ("Force Majeure Event").

15.2 In the event of a Force Majeure Event, the affected Party shall promptly notify the other Party in writing, providing details of the Force Majeure Event and its anticipated duration. The affected Party's performance under Purchase Order shall be suspended during the period of the Force Majeure Event

16 Subcontractors

16.1 VENDOR may use subcontractors for Deliverables, unless expressly agreed that the use of subcontractors requires ad-hoc approval by VELUX. VENDOR shall be fully responsible for the acts and omissions of its subcontractors.

17 Sanctions & Export Control

17.1 VENDOR confirms its compliance with any applicable sanctions, embargoes, or import/export control regulations, and neither it or its Affiliates are in violation thereof.

18 Data Privacy

18.1 Each Party is responsible for its compliance with applicable data protections laws and regulations. In the event that VENDOR is data processor on behalf of VELUX for the purpose of the Deliverables, the Parties will enter into a data processing agreement.

19 Intellectual Property Rights

19.1 For the purposes of these T&Cs, "Intellectual Property Rights" means any rights, title, and interest in patents, trademarks, trade names, rights in design, copyright, know-how, and any other similar rights, whether registered or unregistered.

19.2 In respect of Deliverables where a result is developed specifically for VELUX, VENDOR assigns to VELUX the Intellectual Property Rights and all other rights in the results included in the Deliverables. VELUX further retains all Intellectual Property Rights to any documents, information, or similar materials shared with VENDOR for the purpose of the delivery of the Services. However, VENDOR shall be entitled to use any general know-how gained in the delivery of Services to VELUX.

19.3 VENDOR retains all rights in its pre-existing Intellectual Property Rights, and to the extent used in delivery of the Deliverables and required for the intended use thereof by VELUX, VENDOR hereby grants a perpetual, non-exclusive, royalty-free, worldwide license to VELUX for such limited use.

20 Miscellaneous

20.1 Assignment. The Purchase Order shall be binding upon and inure to the benefit of the Parties and may not be assigned by either Party without the prior written consent of the other Party.

20.2 Notices. Notices may be served by e-mail.

20.3 No Joint Venture or Partnership. Neither these T&Cs nor the Purchase Order shall create any agency, joint venture, or partnership of any kind between the Parties. Neither Party shall have the right to bind the other Party.

20.4 Waiver. The waiver by either Party of a breach or default of any of the provisions of a Purchase Order or these T&Cs by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power, or privilege that it has or may have hereunder operate as a waiver of any breach of default by the other Party.

21 Governing Law and Venue

21.1 These T&Cs shall be governed by and construed in accordance with the laws of the country where the contracting VELUX entity has its registered place of business.

21.2 If a dispute arises between the parties relating to these T&Cs and the supply of the Deliverable, the Parties agree to initiate arbitration before the main institute of arbitration within the jurisdiction of the contracting VELUX entity's place of business.

21.3 The language of the arbitration shall be English unless otherwise agreed.

21.4 All matters concerning dispute resolution, including but not limited to the preparation, the proceedings, and the award, are confidential before, during, and after the proceedings.