

Terms and Conditions of Sale and Delivery

Holmris B8 A/S — business sales — effective from 1 Oktober 2026

Holmris B8 A/S (“HB8”), CVR No. 21320080, Odinsvej 5, DK-8850 Bjerringbro, Denmark. Telephone +45 75 62 24 00, info@holmrisb8.com. These terms apply solely to sales to business customers (B2B). The terms also apply in connection with trade with HB8's subsidiaries, Designbrokers Hospitality DK ApS, HB8 Production A/S and HB8 Design Products A/S. Where reference is made to HB8 in these terms, this also refers to the subsidiaries.

1 Scope and duration

- 1.1** These terms and conditions of sale and delivery apply to all quotations, orders, deliveries, and payments where HB8 is the supplier or subcontractor, unless otherwise agreed expressly in writing (e.g. in an order confirmation).
- 1.2** The Buyer's specification of special or general terms in tender documents, purchase orders, orders, purchasing terms, and similar shall only be deemed agreed where an express agreement to this effect has been concluded, cf. clause 1.1, and shall in no way constitute a deviation from or addition to these terms.
- 1.3** The terms shall also apply to future orders and ongoing trade between the parties, without requiring a renewed agreement.
- 1.4** The terms apply with effect from 1 September 2026 and shall remain valid until otherwise notified by HB8.

2 Quotations

- 2.1** All quotations are made subject to errors, omissions, and other discrepancies, including typing errors, prior sale, materials for production, price changes, and changes in purchasing and material costs. Quotations are made exclusive of VAT, freight, installation, and any other charges, unless otherwise expressly stated in the quotation.
- 2.2** Quotations are binding on HB8 for 30 days from the date of the quotation unless another period is expressly stated in the quotation.
- 2.3** The delivery times stated in the quotation are indicative only, as HB8 reserves the right to determine the final delivery date in the order confirmation.
- 2.4** A quotation is binding on HB8 when the Buyer has accepted the quotation within the acceptance period pursuant to clause 2.2, or when HB8 has sent a written order confirmation to the Buyer.

3 Ordering and order confirmation

- 3.1** An agreement binding on HB8 shall only exist once the Buyer has received a written order confirmation from HB8, except in cases where the Buyer has timely accepted a quotation made by HB8, cf. clause 2.2.
- 3.2** The order confirmation, together with these terms, shall be deemed the applicable basis for all trade between HB8 and the Buyer.
- 3.3** The Buyer shall check the order confirmation immediately upon receipt. Any objections to the content of the order confirmation must be notified to HB8 in writing no later than 3 working days after the date of the order confirmation. Otherwise, the order confirmation shall apply.

3.4 Any cancellation or amendment of an order requires HB8's prior written acceptance. HB8 is entitled to make its acceptance conditional upon the Buyer reimbursing HB8's documented costs and any losses resulting from the cancellation or amendment, but as a minimum 25% of the order-confirmed sales price exclusive of VAT. Specially manufactured goods (including customised products) cannot be cancelled or amended.

3.5 HB8 reserves the right to reject orders until any overdue amount owed by the Buyer has been paid to HB8. HB8 further reserves the right, at its own discretion, to require credit insurance, a bank guarantee or full or partial advance payment.

4 Services

4.1 Interior design consultancy, project planning, architectural work, delivery and freight, furniture assembly, installation, and other services are not included in the product price unless otherwise expressly stated in the quotation or order confirmation.

4.2 Such services shall be invoiced separately in accordance with the agreement concluded with HB8 and at the prices and on the terms stated in the quotation or order confirmation. If a service has not been priced in advance, it shall be charged based on time spent and consumption, in accordance with HB8's applicable rates at the time of performance.

4.3 Work carried out outside normal working hours (evenings, weekends, and public holidays) shall be charged at a separate rate.

4.4 For deliveries and services outside Denmark, HB8 shall submit a separate written quotation, which must be accepted by the Buyer before work is commenced.

5 Delivery, delivery time, and delay

5.1 Delivery shall, as a general rule, be Ex Works (EXW) Holmrís B8's warehouse in Solrød (Incoterms® 2020), unless otherwise agreed in writing. The risk in the products shall therefore pass to the Buyer at HB8's warehouse in Solrød. If HB8 arranges or invoices freight, this shall be as a service at the Buyer's expense and shall not alter the transfer of risk under EXW. Freight, assembly, installation, and other services are not included in the delivery unless separately agreed and priced, cf. clause 4. If it is agreed that HB8 shall also carry out assembly or installation, clause 5.A.3 concerning delivery and transfer of risk for the relevant delivery shall apply instead of EXW under this clause.

5.2 Any delivery date stated in the order confirmation is determined on an estimated basis, and minor deviations therefrom shall be deemed timely delivery. If HB8 becomes aware that an agreed delivery time cannot be met, or that delay must be considered likely, the Buyer shall be notified without undue delay, stating the reason and – insofar as possible – a new expected delivery date.

5.3 The delivery time shall be extended to the extent that the delay is due to circumstances covered by force majeure (cf. clause 15), the Buyer's own circumstances, or other circumstances beyond HB8's reasonable control. The Buyer may not bring a claim for damages as a result of delayed delivery by HB8.

5.4 If a delay in delivery is due to circumstances relating to the Buyer, including failure to prepare the delivery or assembly site, lack of access or postponement at the Buyer's request, the Buyer shall be obliged to pay the purchase price as if delivery had been made on time. HB8 shall also be entitled to invoice the additional costs incurred by HB8 as a result of the delay, including storage charges, costs of rescheduling and expenses for fitters already booked and unable to be cancelled. HB8 shall seek to limit such costs to a reasonable extent. The Buyer may not invoke remedies for breach, including claims for damages, as a result of a delay due to circumstances relating to the Buyer.

5.5 HB8 shall be entitled to require invoicing on the originally agreed delivery date (Bill & Hold), even if delivery is postponed at the Buyer's request. In such a case, the goods shall pass to the Buyer, and storage shall be at the Buyer's expense and risk. Further terms shall appear from the agreement entered into.

5.6 Depending on the nature and composition of the order, HB8 shall deliver in full or in partial deliveries within the agreed timeframe and shall invoice goods and services as they are delivered or performed. Freight and any furniture assembly for partial deliveries shall be invoiced with due regard to expedient shipment in relation to the overall nature of the order. If partial delivery takes place at the Buyer's request, DKK 1,500 shall be added per partial delivery.

5.7 Orders below DKK 1,000 shall be subject to an administration fee of DKK 250.

5.8 To deliver at the agreed price and time, HB8 must receive final drawings of the furniture layout no later than 2 weeks before the planned delivery date (design freeze). New instructions or changes after this date shall be charged as additional work and shall entitle HB8 to an extension of time corresponding to the delay caused by the Buyer.

5.9 The Buyer shall ensure that, at the time of delivery, a person is present who can acknowledge receipt. If the Buyer has stated that the goods may be left without acknowledgement of receipt, the delivery shall be accepted without reservation, and the Buyer waives any right to make a complaint, cf. clause 10.

5.10 The Buyer undertakes to make the assembly site accessible on the agreed date. If the Buyer is unable to clear the assembly site itself, HB8 must be notified no later than 2 weeks before the confirmed delivery week. Additional work in connection with clearing, covering floors, lifts and furniture, etc., shall be charged according to time spent and materials used.

5.A Project deliveries and deliveries to construction sites

5.A.1 For project deliveries, including delivery to construction sites, special terms shall apply, including requirements concerning access conditions, delivery times, welfare facilities, coordination with other contractors and any additional costs. Such terms shall be determined separately for the specific project and must be agreed in writing between the parties before delivery can commence. However, in all cases, unless otherwise specifically agreed, it shall be the Buyer's responsibility to ensure that the deliveries can be made lawfully (working environment, etc.), safely and without difficulty at the delivery location.

5.A.2 If circumstances relating to the Buyer or at the site result in delay or additional work, this shall be charged according to time spent and materials used, and the Buyer may not invoke remedies for breach, cf. clause 5.4. Further requirements concerning the construction site shall appear from HB8's project appendix attached to the specific agreement.

5.A.3 Delivery and transfer of risk for deliveries, including assembly

For deliveries where, in addition to delivery, HB8 is also to arrange freight, assembly or installation, EXW under clause 5.1 shall not apply. Instead, HB8 shall bear the risk in the delivered products until handover.

Handover shall be deemed to have taken place when the assembly/installation has been completed, and the delivery has been made available to the Buyer for use. Insignificant defects or minor outstanding items that do not prevent use shall not postpone handover but shall be recorded on a defect list and remedied pursuant to clauses 9-10.

If handover or assembly is postponed due to circumstances relating to the Buyer or a third party, the risk shall pass to the Buyer from the time when HB8 was ready to complete the handover or assembly. The same shall apply if the Buyer does not, within a reasonable period, take over or inspect the delivery after HB8's notification that the assembly has been completed.

HB8 shall not bear the risk of loss or damage caused by the Buyer, other contractors or suppliers, or circumstances at the delivery location beyond HB8's control. If products are stored at the delivery location before, during or between assembly, storage shall be at the Buyer's expense and risk, unless otherwise agreed in writing.

The transfer of risk under this provision shall be independent of invoicing. HB8 may invoice as delivery and performance take place and use Bill & Hold, cf. clauses 5.5-5.6, irrespective of whether handover has yet taken place.

6 Prices and payment terms

6.1 HB8's prices shall be those applicable on the date of the order, unless otherwise agreed in writing.

6.2 Unless otherwise agreed in writing, invoicing shall be in DKK or EUR.

6.3 Unless otherwise agreed, an environmental surcharge shall be added to the order, the amount of which shall appear in the quotation or order confirmation. The surcharge covers, among other things, site clearance and environmentally sound handling and disposal of waste.

6.4 Unless otherwise agreed, a packaging surcharge shall be added to the order for deliveries within the EU, the amount of which shall appear in the quotation or order confirmation. The surcharge covers the additional costs resulting from EU packaging rules, including packaging charges and producer responsibility.

6.5 Payment terms are net cash within 8 days of delivery, unless otherwise agreed in writing, provided that the Buyer is approved for credit by HB8.

6.6 HB8 reserves the right, for orders exceeding DKK 500,000, orders containing specially manufactured products or orders where the Buyer cannot be approved for credit, to change the payment terms to: 30% upon receipt of the order, 40% upon commencement of production and 30% after completed and approved assembly.

6.7 HB8 shall always be entitled to require 100% prepayment upon receipt of the order for specially developed and manufactured customer solutions.

6.8 Payment shall be made by bank transfer to HB8's account at the Buyer's expense, unless another method of payment is agreed in writing.

6.9 For payment after the final due date, interest of 2% per commenced month shall be charged from the due date until the amount has been credited to HB8's bank account. Interest invoices shall be paid net cash within 8 days.

6.10 If the Buyer has a debt to HB8 that has been overdue for more than 30 days, purchases may, irrespective of the amount of the overdue debt, only be made on cash-on-delivery terms or by prepayment. The same shall apply if HB8 cannot approve the Buyer for credit.

6.11 The Buyer may not set off any claims against HB8, and payment may not be withheld because the product is defective unless HB8 has acknowledged the objection concerning the defect. In such a case, payment may only be withheld in an amount corresponding to the specific defect. In the event of delay, the Buyer may not withhold payment of claims already due.

6.12 HB8 shall be entitled to issue partial invoices, such that the invoice follows the goods or the part of the delivery that has been delivered and performed. If a purchase order number or purchase reference is required for acceptance of an invoice, it must be sent to HB8 before commencement of the delivery. If it is not received in due time, HB8 reserves the right to withhold deliveries or invoice without it, and the payment period shall run from the invoice date.

7 Retention of title

7.1 HB8 retains title to the goods sold until the entire purchase price, together with accrued costs, has been paid to HB8.

8 Returns

8.1 HB8 shall only accept returned products by prior agreement. The Buyer shall have no right of return.

9 Warranty

9.1 HB8 provides a 5-year manufacturing warranty on products manufactured by HB8, unless otherwise specifically agreed in writing. The warranty covers manufacturing defects in materials and construction.

9.2 For products manufactured by HB8's brand partners (sub-suppliers), HB8 shall follow the warranty provision applicable at any given time as stipulated by the relevant brand partner, the duration of which may vary from 2 to 10 years. The Buyer shall at all times be entitled to exercise the full rights under such warranty. The duration, scope and terms of the warranty shall depend on the applicable warranty provisions of the individual brand partner or sub-supplier.

9.3 HB8 provides a 2-year warranty on used furniture purchased from HB8, unless otherwise specifically agreed in writing. The warranty covers only manufacturing defects or material functional defects not attributable to ordinary wear and tear, previous use, age, maintenance, storage, or circumstances for which the Buyer bears the risk.

9.4 Unless otherwise agreed, mechanical and electronic parts shall be covered by a 2-year manufacturing warranty with the contents and limitations set out in clause 9.6.

9.5 Products manufactured or assembled to customer specifications are not covered by HB8's test certificates concerning strength, durability, and stability, and HB8 therefore provides no warranties in this respect.

9.6. The warranty does not cover: (i) ordinary wear and tear and ageing, (ii) damage to upholstery and surfaces, including surface treatments, (iii) damage resulting from incorrect or inadequate maintenance or use, (iv) incorrect storage, or (v) attempts to repair or modify the product without HB8's prior written consent. Natural variations in wood, veneer, surface treatment, and upholstery, as well as natural changes over time, including colour, grain and textures, shall not constitute an error or defect. HB8 does not guarantee colour fastness or complete colour or material matching unless specifically agreed upon in writing.

9.7 Upon a warranty claim, HB8 may freely choose between (i) replacement, (ii) repair, (iii) taking back the goods against crediting the purchase price, and (iv) granting the Buyer a proportionate reduction in the purchase price. Furthermore, clause 14 shall apply in relation to any liability for damages.

10 Defects and complaints

10.1 Complaints concerning visible errors or defects in the goods must be made in connection with assembly or delivery and stated on the fitter's delivery note. In the event of transport damage or other errors and defects visible before unpacking the goods, a reservation must also be noted on the consignment note to the carrier regarding the visible extent and nature of the damage.

10.2 Complaints concerning non-visible errors and/or defects that could not be identified in connection with assembly or delivery must be submitted in writing no later than 7 days after the error or defect was, or should have been, identified.

10.3 Defects may under no circumstances be invoked more than 1 year after delivery, unless a warranty has been issued, cf. clause 9.

10.4 Complaints submitted after the expiry of the stated time limits shall have no legal effect.

10.5 In the event of a timely complaint concerning errors and defects, clauses 9.7 and 14 shall apply.

10.6 Complaints shall be sent to HB8's claims department (claims@holmrisb8.com), together with photographs, a description of the error and the order number.

11 Product liability

11.1 HB8 shall be liable if a delivered product causes personal injury or damage to property, where the item concerned is, by its nature, ordinarily intended for commercial use and has predominantly been used by the injured party accordingly.

11.2 HB8 shall not be liable for damage to commercial property unless the Buyer documents that the damage is solely due to a gross error committed by HB8 which should not have been discovered upon the Buyer's proper inspection of the delivered products. Furthermore, HB8 shall not be liable for indirect losses, operational losses, loss of profit or other consequential losses.

11.3 However, HB8 shall never be liable for damage caused to (i) the Buyer's products, (ii) products packaged together with the delivered products, or (iii) products of which such products form part, unless it is documented that HB8 acted with gross negligence.

11.4 If, in connection with damage to commercial property, HB8 is held liable to a third party beyond the limits of HB8's liability set out herein, the Buyer shall be obliged in all respects to indemnify HB8 against this, including expenses for legal assistance and experts.

11.5 If a third party brings a product liability claim for damages against the Buyer, the Buyer shall immediately notify HB8 thereof in writing.

11.6 In the event of property damage and/or personal injury caused by defects in HB8's products, HB8 must immediately be allowed to inspect the site of the damage and any property damage.

12 Technical information

12.1 All product information, illustrations, drawings and technical data, including weight, dimensions, volume, strength, load capacity, performance and surface finish, appearing in catalogues, brochures or other material from HB8 are for guidance only and may not be relied upon as a warranty or binding specification unless expressly confirmed in writing by HB8.

12.2 HB8 reserves the right to make changes to specifications and descriptions without notice. Such changes shall not entitle the Buyer to compensation or termination unless the change materially deviates from what has been agreed in writing.

12.3 All drawings and technical documents concerning products made available to the Buyer shall remain the property of HB8. Such material may not, without HB8's written permission, be used by the Buyer, copied, reproduced, transferred to a third party, or otherwise disclosed to such third party.

13 Ergonomic information

13.1 HB8's information concerning the ergonomic properties of the products is for guidance only and cannot replace or serve as a substitute for individual ergonomic advice.

13.2 HB8 cannot be held liable for damages or otherwise incur liability for breach in relation to ergonomic information or any requirements from public authorities. It shall be the Buyer's own responsibility to ensure that the delivered products are used and adjusted in an ergonomically correct manner.

14 Limitation of liability

14.1 HB8's liability, including liability for delay under clause 5, warranty liability under clause 9, liability for defects under clause 10 and product liability under clause 11 (to the fullest extent permitted by applicable law), shall in all respects be limited by the provisions of this clause 14.

14.2 HB8 accepts no liability for damages for losses caused by delay, defects, or other breach, unless the loss is due to intentional misconduct or gross negligence on the part of HB8.

14.3 HB8 accepts no liability for indirect losses, including loss of goodwill, lost profits (e.g. loss of margin), operational losses, ongoing costs, and loss of customers.

14.4 HB8's liability for damages in relation to a single order shall in all cases be limited to the value of the relevant order, calculated as the total purchase price excluding VAT, regardless of the nature of the claim and whether one or more claims are made. HB8's total liability for damages may under no circumstances exceed DKK 5,000,000.

15 Force majeure

15.1 The Buyer may not invoke remedies for breach against HB8 if a delay in delivery or non-performance is due to circumstances beyond HB8's control, and such circumstances either prevent performance of the agreement or render it unreasonably burdensome. Such circumstances include, but are not limited to, fire, war, mobilisation, labour disputes, seizure, currency restrictions, rebellion, civil unrest, general shortage of goods, epidemics, pandemics, public restrictions, cyber-attacks, extensive IT outages, as well as defects in or delayed deliveries from subcontractors.

15.2 If HB8 wishes to invoke an exemption from liability due to force majeure, HB8 shall notify the Buyer thereof in writing within a reasonable time. HB8's obligations shall be suspended for as long as the event continues.

16 Sanctions and export controls

16.1 Delivery is conditional upon it not being contrary to applicable sanctions, embargoes or export control rules imposed by the UN, the EU, the USA, or Denmark. HB8 shall be entitled, without liability, to reject, postpone, suspend, or cancel an order if delivery would or may contravene such rules, or if the Buyer, end user, or country of destination is subject to sanctions.

16.2 The Buyer warrants that the delivered products will not, directly or indirectly, be sold, resold, exported or used in contravention of such rules, and the Buyer shall indemnify HB8 against any loss resulting from the Buyer's breach thereof.

17 Governing law and jurisdiction

17.1 These terms and any agreement between the parties shall be governed by Danish law. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply. The Danish language version shall prevail if a translation of the terms exists.

17.2 Any dispute between the parties concerning these terms or their interpretation shall be decided by the Danish courts in accordance with the jurisdiction rules of the Danish Administration of Justice Act. However, HB8 shall also be entitled, at its own discretion, to bring proceedings before the court in the judicial district or country in which the Buyer's place of business is located.

Annex A — Short standard texts (quotation, order confirmation, delivery, invoice)

These short texts shall be included on HB8's quotations, order confirmations, delivery notifications, and invoices and refer to the full terms and conditions of sale and delivery.

General: "This transaction is subject to Holmris B8 A/S' terms and conditions of sale and delivery in force from time to time, which may be requested and found at [link]. Typographical errors and changes without prior notice are reserved."

Delivery/delay: "The stated delivery times are indicative. If an agreed delivery date is changed at the Buyer's request later than 2 weeks before the delivery date, additional costs may be incurred for storage, rescheduling and installers already booked, cf. clause 5."

Installation (if selected): "It is assumed that the installation site has been cleared and is accessible, and that the access route is passable. Wall and ceiling installation will be invoiced separately. HB8 accepts no liability for conditions relating to the nature and load-bearing capacity of walls and floors."

Order confirmation: "Please check that the order and the EAN-/SKI number correspond to your order. Any objections must be notified in writing no later than 3 working days after the date of the order confirmation. Custom-made goods cannot be changed or cancelled, cf. clause 3."