

Definitions

In order to ensure a uniform understanding of the terms used in these General Terms and Conditions, the following definitions apply. These definitions apply throughout the document unless otherwise stated by the context.

Products

Physical items made available by Elis to the Customer under the Agreement. This includes standard items such as textiles, workwear, mats, pest control traps, dispensers and any accessories. The Products remain the property of Elis throughout the term of the Agreement.

Service Agreement

The signed contract between Elis and the Customer which, together with these General Terms and Conditions and any supplementary agreements, constitutes the entire contractual basis. The Service Agreement governs delivery terms, payment terms, duration and termination.

Services

The operational activities provided by Elis in connection with the Products, including laundering, maintenance, collection, delivery, replacement and any express services. The Services are performed in accordance with Elis' applicable distribution schedule and tariffs.

Special Products

Products that do not form part of Elis' standard range but are specially procured or adapted to meet the Customer's needs. This may include items bearing the Customer's logo, special sizes or materials. Special Products are subject to separate terms relating to depreciation, replacement and return.

1 Contractual Basis

1.1 These General Terms and Conditions, together with the signed Service Agreement and any supplementary agreements, constitute the entire contractual basis between Elis and the Customer.

1.2 The Service Agreement is governed by Danish law, and any dispute arising in connection with the Agreement which cannot be resolved amicably shall be submitted to a competent Danish court in the judicial district in which Elis has its registered office at any given time.

2 Delivery and Collection

2.1 All Products are delivered and collected at the agreed delivery location, which must be level with the access conditions. The Customer shall ensure that Elis has unobstructed access to the delivery and collection location that complies with applicable health and safety requirements. Alternatively, Elis may charge an additional delivery or collection fee.

2.2 The Customer shall grant Elis access for delivery between 08:00 and 18:00. Delivery outside these hours shall be agreed between the parties. Delivery shall take place in accordance with Elis' applicable distribution schedule.

No deliveries are made on public holidays unless otherwise agreed.

2.3 If the Customer is closed or otherwise unavailable at the agreed delivery time, and delivery therefore cannot be completed, Elis reserves the right to invoice the Customer for the failed delivery and any associated costs. In such cases, Elis is not obliged to carry out

a new delivery until a new agreement has been entered into, and the Customer may not invoke remedies for breach due to the failed delivery.

2.4 The Customer may request express deliveries, express services and express collections in accordance with Elis' applicable tariffs.

2.5 The Customer shall sort and return textiles and Products in the prescribed packaging.

2.6 All equipment such as roll containers, laundry bags, garment rails and other reusable packaging is the property of Elis and may only be used for handling the rented Products. If the packaging (e.g. metal cages, plastic crates, laundry bags or garment rails) is not returned within four (4) weeks, rent shall be charged in accordance with Elis' applicable price list. In the event of loss, compensation corresponding to the replacement value shall be charged.

3 Changes

3.1 Changes to the product range, Services or inventory levels may be made if agreed in writing with Elis in advance. In the event of changes, Elis reserves the right to adjust the agreed price. Reductions in the range or deliveries shall take effect after the current month plus one (1) month.

3.2 The Customer may not change its inventory for the purpose of avoiding agreed obligations. The Customer undertakes to maintain an honest and unchanged registration of its inventory throughout the term of the Agreement. It is not permitted to reduce, relocate or re-register the inventory for the purpose of avoiding payment, reporting, delivery or other obligations

arising from the Agreement. The Customer is likewise not entitled to change the inventory for the purpose of using another supplier or otherwise avoiding the agreed obligations during the term of the Agreement.

3.3 It is the Customer's responsibility to deregister and return Products which the Customer no longer expects to require.

4 Quality and Capacity

4.1 In order to ensure quality, functionality, proper environmental handling and good hygiene, Elis' Products may only be serviced and disposed of by Elis.

4.2 Products may only be used for the agreed purpose and only at the Customer's delivery addresses.

4.3 If a Product is discontinued, the Customer's inventory shall automatically be converted to an equivalent Product.

4.4 Elis rents out, service and maintains Products made available to the Customer. Elis shall, at no charge, carry out the necessary maintenance of the rented Products resulting from normal wear and tear arising from correct and intended use. Normal wear and tear mean the gradual deterioration of the Products' function or appearance arising from daily use in accordance with their purpose and without negligence, misuse or exposure to unusual conditions. Damage or abnormal wear caused by incorrect use, failure to follow instructions for use or external influences (e.g. chemicals, heat, moisture or physical force) is not covered and shall be invoiced separately.

4.5 If the Customer or a third party on behalf of the Customer handles Elis' Products, e.g. washing of textiles, removal of Products or similar, Elis disclaims all liability. Elis further reserves the right to invoice the Customer for damaged Products.

4.6 Elis is not responsible for the Customer's own Products, and it is the Customer's responsibility to ensure that the Customer's own Products can withstand industrial washing and tumble drying. Products are washed in accordance with Elis' standards and certifications, but certain elements such as paint, asphalt and silicone cannot always be completely removed.

4.7 Elis shall not be liable for damage to the Customer's property or chattels during delivery or installation of Products or Services, unless such damage is caused by intent on the part of Elis.

4.8 Elis complies with applicable environmental and safety legislation. The Customer undertakes to provide Elis with access to all relevant safety information and to ensure that Elis' employees can work under safe conditions in accordance with applicable health and safety legislation.

5 Retention of Title

5.1 The Products made available by Elis to the Customer remain the property of Elis. During the term of the Agreement, the Customer may only allow Elis to handle the Products.

5.2 Products which do not form part of Elis' standard range of Products are considered Special Products. This includes Products that are specially procured for the Customer or adapted to the Customer's needs – for example garments printed or embroidered with the Customer's logo, as well as logo mats with customer-specific design or branding elements. Special Products remain the property of Elis.

5.3 If the Products are lost or destroyed, the Customer shall compensate Elis at replacement value

6 Invoicing

6.1 The Customer shall be charged for Elis' services and supplies in accordance with the Service Agreement.

6.2 If the Customer fails to pay due invoices on time, Elis shall be entitled, without prior notice, to charge interest on the outstanding amount at a rate of 1.9% per commenced month from the due date, as well as reminder fees in accordance with the applicable schedule of charges.

6.3 The Service Agreement is based on payment via "Leverandørservice". Further information and registration are available at dk.elis.com/ls. Elis reserves the right to charge a fee for other payment methods.

6.4 Rental of Products and other fixed services is invoiced weekly. The Customer pays rent for the inventory.

6.5 Rent is payable for all weeks of the year regardless of holiday closures or other interruptions to the Services.

6.6 If the Customer orders Products or Services not covered by the Service Agreement, the Customer shall be invoiced in accordance with Elis' standard price list.

6.7 All prices are exclusive of the applicable administration surcharge, VAT, road tolls and environmental surcharges, as well as any other charges imposed on Elis. In addition to the price, the Customer may be charged fees in accordance with Elis' applicable schedule of charges, which may be obtained from Elis or viewed at dk.elis.com/da/vilkaar-og-betingelser.

6.8 Prices may be adjusted up to twice annually based on Elis' overall cost development. In determining the size of any adjustment, Elis applies the principles of the Danish Technological Institute's price index for laundry services. Elis further reserves the right to increase the agreed prices if (i) new or amended taxes, reimbursements and/or duties, including but not limited to road

tolls, environmental taxes and/or emission charges, are introduced or take effect after the conclusion of the Agreement and/or (ii) price increases occur after the conclusion of the Agreement in raw materials, including but not limited to oil, fuel and/or energy, resulting in an increase in Elis' general operating costs, including but not limited to transport costs.

6.9 Elis reserves the right to charge for additional services, including but not limited to special adaptations, atypical sizes, special alterations, rewashing, overfilled packaging and handling of hazardous or unsuitable objects in textiles – for example knives, glass, tools or similar. Such circumstances are considered deviations from agreed use and result in additional costs, which shall be invoiced separately.

7 Defects and Breach

7.1 Elis has both the right and the obligation to remedy defects.

7.2 The Customer shall immediately, and no later than within five (5) working days, notify Elis in writing of any defects and describe the issue. Upon receipt of written notice, Elis shall have ten (10) working days to consider the objection and commence remedial action.

7.3 The Customer may not assert claims relating to the Product or delivery, including defects or compensation, later than twelve (12) months after delivery.

7.4 Damage caused by the Product does not constitute a defect in the delivery and does not entitle the Customer to remediation. Product liability is governed by applicable law, and liability may be limited to the extent permitted by law.

8 Term and Assignment

8.1 The Service Agreement is non-terminable during the agreed contract period as stated on the front page of the Service Agreement.

8.2 The Service Agreement may not be terminated earlier than upon expiry of the contractual period. Termination must be made in writing with twelve (12) months' notice to the end of a month. The Agreement is automatically renewed for successive twelve (12)-month periods unless terminated with at least twelve (12) months' notice prior to expiry of the contract period. For each renewal period, termination must likewise be made with at least twelve (12) months' notice prior to the expiry of the renewal period.

8.3 The contract period commences on the date on which the first delivery is made. If the first delivery cannot be completed within 350 days of conclusion of the Agreement for reasons attributable to the Customer, Elis shall be entitled to terminate the Agreement and

claim documented costs as well as a compensation fee in accordance with clause 9.6.

8.4 Elis may assign its rights and obligations to a third party and may use subcontractors.

8.5 The Service Agreement may not be assigned to a third party without the consent of Elis.

9 Termination

9.1 Upon termination of the Service Agreement, the Customer is obliged to ensure that Elis can collect and recover its Products no later than on the agreed termination date. If the Customer fails to fulfil this obligation, Elis reserves the right to charge a fee covering the additional costs incurred in connection with recovery.

9.2 Dismantling of rented Products shall be carried out by Elis. Any repairs to property or its fixtures required as a result of dismantling shall be the responsibility of the Customer.

9.3 Upon termination of the cooperation, the Customer shall compensate for any difference between the registered inventory and the number of Products returned to Elis upon termination at replacement value. Replacement value is defined as the price of a corresponding new Product of the same type and quality as that supplied to the Customer. Elis determines the price, and the Customer may at any time request information on the current replacement value of the Products rented.

9.4 Upon termination of the Service Agreement, the Customer shall pay any remaining residual depreciation on the installed inventory and Special Products, regardless of the reason for termination. All Products remain the property of Elis irrespective of such payment.

9.5 The Agreement may be terminated by either party if the other party materially or repeatedly breaches its obligations under the Agreement and such breach is not remedied within ten (10) working days of written notice. Materiality shall be assessed in relation to the overall delivery during the term of the Agreement.

9.6 In the event of the Customer's unjustified termination or breach of the Agreement, compensation shall be payable in addition to any residual depreciation under clause 9.3 for Elis' loss. The compensation amount shall be calculated as the positive contractual interest agreed at 65% of the contract value for the remaining contract period.

10 Bankruptcy

10.1 In the event of the Customer's bankruptcy, Elis shall be entitled to repossess all rented Products and packaging.

11 Force Majeure and Liability

11.1 Elis shall always endeavor to deliver the agreed Services and Products through one of Elis' service departments. Elis reserves the right to invoke force majeure, including energy shortages, local or general strikes/lockouts, interruption of water supply and similar events. Elis shall not be liable for loss of operations, loss of profit or other indirect loss.

12 Processing of Personal Data

12.1 Elis may need to collect and store a very limited amount of personal data relating to the Customer's employees in order to deliver its services under the Agreement. Such personal data may include name, clothing size, shoe size, payroll number, telephone number and email address. Elis processes such personal data solely for the purpose of delivering its services under the Agreement, and such personal data is deleted when no longer necessary for that purpose. Certain data will, however, be retained for accounting purposes as required by applicable law and deleted in accordance with such legislation. The Customer acknowledges having informed its employees of the transfer of their personal data to Elis and of their opportunity to read more about Elis' processing of personal data on Elis' website at dk.elis.com/da/privatlivspolitik

13 Provisions for Specific Business Areas

Although Elis' General Terms and Conditions apply broadly, certain adaptations and special rules apply to specific business areas.

13.1 Workwear

13.1.1 Footwear is subject to the same terms as other workwear. Footwear is depreciated linearly to 0% over a period of twenty-four (24) months. Upon deregistration of footwear, compensation rent shall be invoiced. In the event of employee termination, residual value shall be charged.

13.1.2 To cover Elis' costs associated with the return of items, rent shall be payable for four (4) weeks from the date on which Elis receives the item at the laundry.

13.1.3 If the inventory size is changed, the Customer may, by agreement with Elis, return surplus Products. However, Elis shall charge a minimum of twenty-six (26) weeks' rent from the time the Product is added to the inventory. If the Product is returned before the expiry of the twenty-six (26) weeks, the Customer shall pay for the remaining period.

13.1.4 All Products are depreciated linearly to a residual value of 20% over a maximum period of forty-eight (48) months. For Products added during the term of the

Agreement, the depreciation period commences at the time of installation and runs for up to forty-eight (48) months. Elis records both the time and value of installation, and such information shall at all times be available to the Customer upon request.

13.1.5 In the event of abnormal wear, twenty-six (26) weeks' compensation rent shall be charged. In the event of loss, up to fifty-two (52) weeks' compensation rent shall be charged. Elis shall insert a corresponding Product into the inventory unless otherwise agreed with the Customer.

13.2 Pest Control Services

13.2.1 The Customer shall provide Elis with all relevant information regarding objects, installations and layouts that may be affected by pest control services. The Customer shall also inform Elis of concealed or special conditions relating to buildings and structures that may be relevant to the work.

13.2.2 Elis may use intelligent traps that provide Elis with 24/7 information as to whether the traps have been triggered. If an intelligent trap is triggered, Elis reserves the right to initiate pest control services at the Customer's premises without written approval from the Customer. Elis shall, however, be able to present documentation of the triggered trap at all times.

13.2.3 Elis cannot guarantee 100% pest-free conditions. The effect of treatment may be limited in multi-occupancy properties if Elis does not have access to all relevant areas (e.g. neighbouring units, common areas, lofts and basements).

13.2.4 The number of traps included in the Service Agreement may be adjusted on an ongoing basis according to the Customer's needs. Elis installs traps by agreement with the Customer. The Customer is responsible for ensuring access to electrical outlets if these are not already available.

13.2.5 Prices for pest control services are adjusted once annually in January based on Statistics Denmark's net price index. Elis further reserves the right to adjust prices in the event of material changes in taxes, duties or significant increases in raw material prices affecting the cost level.

13.3 SmartMops

13.3.1 Elis accepts up to five per cent (5%) loss of the total textile inventory without compensation. SmartMops Products are fitted with UHF chips registered upon receipt and dispatch at the laundry. Products not registered within ninety (90) days are considered lost. If loss exceeds five per cent (5%), the Customer

shall be invoiced for the difference at replacement price, and a corresponding quantity shall be reinserted upon payment. The Customer shall be notified in advance and kept continuously informed of developments.

13.4 Environmental Services

13.4.1 If a liquid must be disposed of or replaced, it is the Customer's responsibility and obligation to dispose of the liquid correctly.

13.4.2 Elis reserves the right to retrospectively invoice the portion of the Customer's consumption of items and consumables, including but not limited to cleaning fluid, brushes and similar items covered by the Service Agreement, that exceeds the established expected maximum consumption.

13.5 Hygiene Services

13.5.1 Prices for Products and Services containing paper, cardboard or goods made from such materials may be adjusted in line with changes in Statistics Denmark's price index for paper and cardboard (product group 48).

13.5.2 Purchased consumables are not covered by clause 3.3 and may not be returned.