

VIGSØ A/S – GENERAL TERMS AND CONDITIONS PER 5TH OF JANUARY 2026

1. APPLICATION OF THE CONDITIONS

- 1.1. These General Terms and Conditions (the “Terms”) apply to all lease agreements between Vigsø A/S (“Vigsø”) and you as lessee (“Lessee”) in relation to any eased items under a lease agreement (the “Leased Items”).
- 1.2. In the event the Lessee operates with terms and conditions of their own, such terms and conditions will not be binding between the parties unless Vigsø has expressly acceded to such in writing.
- 1.3. Information, including technical information, specifications and instructions, and product information that Vigsø has submitted orally, on the Internet, in brochures or the like are only recommendations and do not constitute binding commitments or guarantees that the Lessee can in any way rely on.

2. OFFERS

- 2.1. The offers made by Vigsø are subject for acceptance within 3 calendar days from the date of issue, unless otherwise specifically stated therein, and the offers are subject to the availability of the Leased Items upon confirmation from Vigsø (cf. Clause 3).
- 2.2. An offer to lease lapses if the requested items have already been leased out upon acceptance, or if Vigsø cannot deliver due to its subcontractors not being able to deliver to Vigsø. No claims can be made against Vigsø in this case.

3. ORDERS AND PRICE

- 3.1. No order shall be binding on Vigsø until confirmed by Vigsø in writing. Unless expressly stated in the Terms, all amounts stated are exclusive of VAT.

4. CHANGES AND MODIFICATIONS

- 4.1. Vigsø reserves the right to make changes or replacements in the Leased Items up to the time of the start of the lease period. Vigsø will in that case strive to provide a similar functionality and service.
- 4.2. The Lessee cannot make modifications to the Leased Items unless such modifications have been previously approved by Vigsø in writing.

5. PAYMENT

- 5.1. Unless expressly stated otherwise in Vigsø's order confirmation, payment must be made no later than 7 days after receipt of the order confirmation, without any offset or deduction.
- 5.2. If the lease period starts before 7 days after receipt of the order confirmation, payment must be made as soon as possible and no later than the day before the start of the lease period.
- 5.3. All payments are to be made in DKK or EUR stated on the invoice. Any subtractions due to conversion rates or similar must be paid for by the Lessee.

6. DELAYED PAYMENT

- 6.1. If the Lessee fails to pay any invoice within 7 calendar days of the due date of payment, Vigsø may terminate the lease agreement, and Vigsø will be able to claim damages according to applicable law.
- 6.2. In the event, that the Lessee fails to pay any invoice when due, the Lessee shall be liable for default interest of 2% per month until payment has been fully made. The Lessee is not entitled to offset any claims in payments due to Vigsø.

7. TERMS OF DELIVERY

- 7.1. Unless otherwise expressly stated in the order confirmation, the Leased Items must be picked up at Vigsø address, Uraniavej 4, 8700 Horsens within Vigsø's normal opening hours.
Packing:
If any packing errors occur, the customer must notify Vigsø as soon as possible so that missing items can be delivered promptly.
- 7.2. Pick-up may be completed at the earliest on the 1st lease day.
- 7.3. If pick-up does not happen or happens later than the 1st lease day of the lease period, it does not exempt the Lessee from paying the lease fee during the full lease period.
- 7.4. If it has been agreed that Vigsø shall deliver the Leased Items to a destination designated by the Lessee, Vigsø shall make the Leased Items available at the designated destination loaded on a vehicle at the latest on the 1st lease day, regardless of whether the Lessee is present to take the delivery or not.
- 7.5. Any costs and/or risks related to the transporting the Leased Items to the destination designated by the Lessee must be carried by Lessee.

- 7.6. In the event, that Vigsø cannot deliver in due time, Vigsø shall inform the Lessee of the estimated time of delivery (acting reasonable) and if Vigsø cannot deliver within such time frame, Lessee may terminate the lease agreement without notice.

8. ACCEPTANCE OF THE LEASED ITEMS

- 8.1. The Lessee must inspect the Leased Items without undue delay upon receipt or pick up. The Lessee is deemed to have accepted the Leased Items as defect-free unless a written, specified notice of defect is received by Vigsø within 5 calendar days.

LED Screens – Pixel Damage

Upon return, all LED screens will be inspected for potential damage. Damage is defined as a physically missing diode, or a damaged, cracked, or bent mask plate. A pixel that does not light up but is physically present is not considered billable damage.

Damage Pricing:

- IP65 screen missing diode: DKK 225 + VAT per diode
- IP20 screen missing diode: DKK 170 + VAT per diode
- Mask plate with screws: DKK 120 + VAT
- Mask plate with glue: DKK 75 + VAT

Other damages will be invoiced according to repair costs – hourly rate 650 DKK.

If more than 11 damages or broken corners are found on an LED board, Vigsø's service department will determine if a full replacement of the LED board is required.

Final damage assessment may take up to 4 weeks after return.

9. LEGAL TITLE TO THE LEASED ITEMS

- 9.1. Vigsø holds full and unconditioned legal title to the Leased Items, and the Lessee is not entitled to sell, sublease, pledge or otherwise dispose of the Leased Items.
- 9.2. Model designations, manufacturing numbers, serial numbers and the like that serve to identify the Leased Items may not be removed.

- 9.3. Vigsø is – at its sole discretion – entitled to inspect the Leased Items without previous notice. In the event that the Lessee impedes such inspection, such actions will qualify as a material breach of the Terms.

10. THE LESSEE'S USE OF THE LEASED ITEMS

- 10.1. The Leased Items may only be used, maintained, serviced and installed in accordance with Vigsø's guidelines and/or authorized guidelines from a manufacture.
- 10.2. The Leased Items may only be used by the Lessee, as subletting can only take place with the prior written consent of Vigsø and the use of a sublease contract approved in writing by Vigsø.
- 10.3. The Lessee may not make changes or unauthorized repairs to the Leased Items of any kind without the prior written consent of Vigsø.

11. RETURN OF THE LEASED

- 11.1. The Leased Items must be returned to Vigsø's address on the return day before 10:00 AM. Unless otherwise stated in the contract.

11.2. Cleaning of Equipment

All equipment must be returned in the same general condition as received.

- Cables: Must be returned coiled, secured with PVC tape, and without tape residue.
- IP65 Lighting Fixtures: Must be returned free of excrement, mud, or foreign liquids.
- IP20 Lighting Fixtures: Must be returned free from excessive smoke fluid residue.

Reasonable wear is expected; however, excessive dirt will be charged at DKK 350 + VAT per hour for cleaning.

The customer is responsible for cleaning dust filters and monitoring lamp usage hours.

A final cleaning assessment may take up to 4 weeks after return.

- 11.3. Any risk of defects or damages passes to Vigsø when Vigsø has signed of in writing on the return.
- 11.4. No event of return prior to the expiry of the lease agreement entitles a reduction of the payments according to the lease agreement.
- 11.5. In the event, that the Leased Items are not returned timely, then Vigsø will be entitled to additional, monthly lease payments for every month commenced. In addition, Vigsø is entitled to arrange for the pickup the Leased Items from the Lessee at the Lessee's expense without prior notice.
- 11.6. After return has taken place, Vigsø will examine the Leased Items to ascertain any damage to the Leased Items as well as missing items to the order in total. The Lessee will be informed of any damages and defects within 4 weeks or as soon as reasonably possible for Vigsø.
- 11.7. If Vigsø finds that the Leased Items have been damaged during the lease period, Vigsø is entitled to have the Leased Items repaired at the Lessee's expense and risk. The Lessee shall for the avoidance of doubt bear all costs associated with any repairs of the Leased Items and pay an additional fee per day during the repair period.

12. ERRORS AND COMPLAINTS

- 12.1. If the Leased Items carry any defect that is not due to the use/misuse of the Lessee, Vigsø has the right, at its own choice and within a reasonable time, to remedy such defects by either replacing the Leased Items with similar equipment or repairing the Leased Items.
- 12.2. If Vigsø fails to remedy the defect, the Lessee will be entitled to terminate the lease agreement in part regarding the defect items. The Lessee has no other rights in connection with errors or defects.
- 12.3. If the Leased Items are used incorrectly or if the installation has taken place in violation of applicable legislation or Vigsø's guidelines, the Lessee will not be able to invoke errors or defects in the Leased Items.
- 12.4. If a defect is reported to us that requires a replacement unit to be sent, for domestic locations this will be delivered within two working days (Monday to Friday) with standard freight. If an express/currier shipment is requested this will be at the expense of the Lessee

13. INSURANCE COVERAGE

- 13.1. Vigsø has insured the Leased Items with a sum of €1.000.000 globally (except USA, Canada and countries located in or nearby warzones) per incident in the event of theft or damage to the Leased Items.
- 13.2. In the event of damage to the Leased Items, Vigsø will use its best efforts to obtain insurance coverage. In the event that coverage (in full or part) is not possible, the Lessee will be liable in full for any difference, including deductibles which amounts to €4.000 per. damage (2026).
- 13.3. The Lessee is responsible to provide Vigsø with any documentation and/or information necessary in order for Vigsø to obtain insurance coverage.
- 13.4. The Lessee undertakes to treat the Leased Items according to the Terms and in such a way that the insurance terms and conditions are always complied with. Reference is made to TRYG insurance conditions.

14. LIMITATION OF LIABILITY

- 14.1. Vigsø cannot be held liable for any indirect loss or any consequential damage, including – but not limited to - operating loss, loss of profit and loss of data and costs for their restoration.
- 14.2. Vigsø's liability towards the Lessee, regardless of the basis of liability and regardless of the degree of negligence, may not exceed an amount equivalent to the lease fee under each lease agreement, irrespective of the nature of the claim, whether in contract, tort or otherwise.
- 14.3. To the extent that Vigsø may be held liable to third parties as a result of the Lessee's negligent behaviour, the Lessee is obliged to indemnify Vigsø for any loss related thereto. The Lessee is in such a case obliged to be sued in the same court which hears a possible claim for compensation against Vigsø.
- 14.4. Vigsø's product liability is in all respects limited to liability subject to mandatory legislation, as Vigsø cannot be held liable for any product liability deferred from case law. Further, any product liability will be limited to an amount equal to Vigsø's product liability insurance in force at any given time, however, up to a maximum of the Danish law's mandatory product liability rules and DKK 10,000,000.

15. FORCE MAJEURE

- 15.1. Vigsø is not liable for non-fulfilment of its obligations if caused by reason of any occurrence or contingency beyond its reasonable control, including - Vigsø's control, and Vigsø neither at the

time of the conclusion of the lease agreement nor subsequently could be expected to have taken the obstacle into account or have avoided or overcome the consequence.

- 15.2. As force majeure are including, but not limited to, civil war, riots, public restrictions, import or export bans or other public interventions, natural disasters, vandalism, theft, failing energy supply, breakdown of communication lines, confiscation of funds, labour dispute, lockout and strike, epidemics, pandemics, other outbreaks of disease, injunctions or other similar extraordinary events that are beyond Vigsø reasonable control.
- 15.3. In the event of force majeure, Vigsø is entitled to terminate the lease agreement without liability by written notice to the Lessee as soon as the fulfilment of the lease agreement proves impossible due to any of the obstacles mentioned in this section.

16. MISCELLANEOUS

- 16.1. The Lessee must notify Vigsø immediately if the Lessee changes legal personality, is placed in bankruptcy or restructuring proceedings or voluntary liquidation.
- 16.2. The Lessee may not assign any rights or obligations under the lease agreement without the prior written acceptance of Vigsø.

17. APPLICABLE LAW AND VENUE

- 17.1. Any dispute or discrepancy that may arise in connection with the tenancy, including the tenancy agreement, must be settled using Danish law at the Court in Horsens as a court of law.

18. PROCESSING OF PERSONAL DATA

- 18.1. Vigsø processes personal data with due observance of the General Data Protection Regulation and law. For further information, please refer to Vigsø's website, where Vigsø's personal data policy is available.

