

Appendix to Company Announcement no. 2/2026

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STATEMENT OF 7 JANUARY 2026 BY THE BOARD OF DIRECTORS OF NILFISK HOLDING A/S

Regarding the voluntary public takeover offer made by Freudenberg Home and Cleaning Solutions GmbH on 7 January 2026.

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STATEMENT OF 7 JANUARY 2026 BY THE BOARD OF DIRECTORS OF NILFISK HOLDING A/S

1. INTRODUCTION

1.1 Summary of the Offer

On 11 December 2025, Freudenberg Home and Cleaning Solutions GmbH, a company incorporated under the laws of Germany, with company registration number HRB 431930 and having its registered address at Im Technologiepark 19, DE-69469 Weinheim, Germany, (the **Offeror**), announced its decision to make a voluntary all-cash public takeover offer (the **Offer**) for the shares (the **Shares**) of Nilfisk Holding A/S, a company incorporated under the laws of Denmark, with company registration number (CVR) 38998870 and having its registered address at Marmorvej 8, 2100 København Ø, Denmark (**Nilfisk** or the **Company** and, together with its consolidated, direct or indirect, subsidiaries, the **Group**), excluding any Shares owned by the Offeror, if any, or by the Group (as treasury shares) (the **Treasury Shares**). The Shares are admitted to trading and official listing on Nasdaq Copenhagen A/S (**Nasdaq Copenhagen**).

The Offer is made *inter alia* pursuant to an agreement between the Offeror and the Company dated 11 December 2025 (the **Announcement Agreement**).

The Offer is further made in accordance with and subject to Danish law, including the Danish Capital Markets Act (in Danish: *Kapitalmarkedsloven*, Consolidated Act No. 1493 of 18 November 2025, as amended, the **Capital Markets Act**) and the Danish Executive Order on Takeover Offers (in Danish: *Bekendtgørelse om overtagelsestilbud*, Executive Order No. 614 of 2 June 2025, the **Takeover Order**) on terms and conditions set out in the offer document (the **Offer Document**) approved by the Danish Financial Supervisory Authority (the **Danish FSA**) and published by the Offeror on 7 January 2026.

In the Offer, the Offeror offers the shareholders of the Company (the **Shareholders**) a cash consideration of DKK 140 per share of nominally DKK 20 (the **Offer Price**), subject to any adjustment for dividends or other distributions declared or paid to the Shareholders prior to completion of the Offer as described in the Offer Document.

KIRKBI Invest A/S, Ferd AS, and PrimeStone Capital LLP (PrimeStone Capital Irish HoldCo Designated Activity Company) (collectively, the **Major Shareholders**) together with those members of the Company's board of directors (the **Board of Directors**) and the executive management (the **Executive Management**) who hold Shares have signed irrevocable undertakings (jointly, the **Irrevocable Undertakings**), pursuant to which, among others, the Major Shareholders and those members of the Board of Directors and the Executive Management who hold Shares have agreed to tender all of their Shares into the Offer subject to certain conditions, including that the Irrevocable Undertakings shall lapse if, among others, if a third party announces an alternative transaction in which the total consideration offered to Shareholders exceeds the Offer Price (as adjusted for any dividends or other distributions declared or paid to the Shareholders prior to completion of the Offer as described in the Offer Document) by at least ten (10) per cent, provided that the Offeror does not match or exceed such superior alternative transaction within ten (10) business days of the announcement thereof.

The Offer can be accepted in the period from and including 7 January 2026 to and including 18 February 2026 at 23:59 (CET) (the **Offer Period**) subject to any extensions as decided in accordance with the Offer Document.

The Offeror will announce the preliminary result of the Offer no later than 18 hours after expiry of the Offer Period. Such announcement will include the preliminary result of the Offer and a statement of whether the Offer will be extended, withdrawn or Completed (as defined below). If the Offeror in its announcement of the preliminary result of the Offer has announced that the Offer will be Completed, the Offeror will announce the final result of the Offer within three (3) business days after the end of the Offer Period (the **Final Results Announcement**).

Completion of the Offer (**Completion**, as defined in the Offer Document) is subject to certain conditions precedent (the **Conditions**) being satisfied, or, to the extent permitted by the Announcement Agreement, waived or amended in writing by the Offeror prior to the Offeror's announcement of the final result of the Offer in accordance with Section 21(3) of the Takeover Order.

The Conditions are set out in section 4.9 of the Offer Document and include (a) the Offeror owning, or having received valid acceptances from Shareholders (such valid acceptances not subsequently validly withdrawn) with respect to, Shares representing at least ninety (90) per cent of all Shares plus one (1) Share (excluding Treasury Shares), (b) all notifications to and approvals, clearances, waivers and notices from the U.S. Federal Trade Commission and/or U.S. Department of Justice, the European Commission, the Australian Competition and Consumer Commission, and the Turkish Competition Authority as well as the European Commission with respect to foreign subsidies regulation having been made or granted, as relevant, and/or any applicable waiting period in respect of such notifications having expired or been terminated, (c) the Board of Directors not having committed (including having communicated an intention to do the following) any act or omission that would constitute an Adverse Recommendation Change (as defined in the Offer Document), (d) no Material Adverse Change (as defined in the Offer Document) having occurred, and (e) certain other customary conditions.

The Conditions are reproduced as in the Offer Document in section 8.4.1 below and reference is made to the Offer Document for the definitions applied.

The Offeror reserves the right to withdraw or terminate the Offer if (i) one or more of the Conditions has become incapable of being satisfied by the Final Results Announcement, provided, however, that the obligation of the Offeror to extend the Offer Period if one or more of the Regulatory Conditions (as defined below) have not been satisfied, waived or amended at the expiry of an Offer Period does not apply; and/or (ii) in case of the Conditions set out in items (D) to (K) of section 4.9 of the Offer Document, if the event or circumstance contemplated by such Condition has occurred.

As stated in the Offer Document, it is the Offeror's intention to initiate and complete a compulsory acquisition of any Shares held by Shareholders following Completion of the Offer and seek the Shares removed from trading and official listing on Nasdaq Copenhagen following Completion of the Offer.

1.2 Purpose of the Statement

This statement (the **Statement**) is issued by the Board of Directors for the purpose of complying with its obligations set out in Section 23 of the Takeover Order according to which the board of directors of a Danish listed company for which a public takeover offer is made must issue a statement explaining the board of directors' view on the offer, the reasons for such view, including its view on the consequences of the offer for all of the company's interests and the offeror's strategic plans with the target company and their likely consequences for employment and for the establishments of the company.

2. CONCLUSION

Based on the analysis of the Offer set forth in this Statement and taking into consideration the advantages and disadvantages of the Offer to the Shareholders, the Board of Directors has unanimously decided to recommend the Shareholders to accept the Offer.

In reaching this conclusion, the Board of Directors has, amongst others, considered the following:

- The Board of Directors has conducted a broad competitive sales process actively exploring the potential interest of a range of strategic and financial parties in a transaction concerning the Company. Based on the final offers obtained, the Board of Directors subsequently engaged in further negotiations with the parties that had submitted a final offer. The Board of Directors, assisted by its advisers, was able to improve the terms of the Offer from the Offeror. The Offer is the most attractive final offer that the Company has received in connection with the process. Please refer to section 7 below for further information on events and the process leading up to the Offer.
- The Offer Price represents an attractive price, corresponding to a premium of 35.9%, 39.8%, 30.1%, 35.9%, and 42.3%, respectively, as compared to the last day of trading prior to the announcement of the Offer as well the one, three, six, and twelve months volume-weighted average trading prices of the Shares with a high degree of price certainty for Shareholders. Please refer to section 8.2.1 below for further information regarding the comparison against relevant historical prices of the Shares.
- The assessment of the financial merits of the Offer has taken into account, amongst others, a written opinion dated 10 December 2025 (the **Fairness Opinion**) from DNB Carnegie Investment Bank, filial af DNB Carnegie Investment Bank AB (publ), Sverige (**DNB Carnegie**), that, as of such date and based on and subject to the various assumptions made, procedures followed, matters considered and limitations and qualifications on the reviews undertaken by DNB Carnegie, as set forth in the written opinion, the Offer is, from a financial point of view, fair to the Shareholders. Please refer to section 4.5 below for further information regarding the Fairness Opinion.

The conclusion above should be read in conjunction with the full Statement and after the Shareholders having carefully reviewed and assessed the terms and conditions of the Offer set out in the Offer Document.

Copenhagen, 7 January 2026

The Board of Directors,

Göran Peter Nilsson
Chairman

Are Dragesund
Vice chairman

Ole Kristian Jødahl

Franck Falezan

Viveka Marianne Ekberg

Bengt Anders Lennart Thorsson

Gerner Raj Andersen

Marcus Faber Kappendrup

Wannie Kristina Trolle Hansen

Alexander Kjær Rasmussen

3. BASIS FOR THE STATEMENT

In preparing this Statement, the Board of Directors has considered and taken into account in particular the following documents and information:

- i. The Offer Document;
- ii. The Announcement Agreement;
- iii. The Fairness Opinion;
- iv. The Company's annual report for the financial year 1 January 2024 – 31 December 2024 (the **2024 Annual Report**);
- v. The Company's 2025 Q3 interim report (the **2025 Q3 Report**);
- vi. The Company's company announcement no. 15/2025 (**Announcement 15/2025**); and
- vii. Advice rendered by Krogerus, international legal adviser to the Company, and Kromann Reumert, Danish legal adviser to the Company.

4. THE BACKGROUND FOR THE BOARD OF DIRECTORS' ANALYSIS OF THE OFFER

4.1 The Company's activities and strategy

The Company was founded in 1906 by the Danish engineer P.A. Fisker. Today the Company is a leading global provider of professional cleaning equipment and services. More than 90% of sales are to professionals while the remaining part of the business aimed at consumers covers floorcare equipment, vacuum cleaners, and high-pressure washers.

The Company's products and services are sold in more than 100 countries and produced at 6 manufacturing sites across the globe. The main production facilities are in the US, Mexico, Hungary, Italy, and China. A total of approximately 4,500 employees secured revenue of 1,027.9 mEUR in 2024. The largest single market is the US covering 28% of revenue in 2024, followed by Germany (14%), France (10%), Denmark (7%), and the UK (4%).

4.2 Share capital and ownership structure

As of 7 January 2026, the Company's registered share capital is DKK 542,527,380 divided into shares of a nominal value of DKK 20 each, all issued in one class of shares. The Shares are traded on Nasdaq Copenhagen.

As of the date of this Statement, the Company holds 243 treasury shares equal to approximately 0.0009% of the share capital of the Company.

As of the date of this Statement, the following Shareholders have notified the Company of their holding of Shares of more than 5% of the share capital and voting rights of Nilfisk as required by the Capital Markets Act:

Shareholder	Shareholding (%)	Voting rights (%)
Ferd AS	24.3%	24.3%
KIRKBI Invest A/S	20.3%	20.3%
PrimeStone Capital LLP (PrimeStone Capital Irish HoldCo Designated Activity Company)	6.0%	6.0%
Boldhaven Management LLP	5.07%	5.07%

No other Shareholder had as of the date of this Statement informed the Company that it holds 5% or more of the share capital and/or voting rights in the Company.

4.3 Financial Information

4.3.1 2024 Annual Report

The Company released the 2024 Annual Report on 20 February 2025.¹ The highlights of the 2024 Annual Report are the following:

- Revenue amounted to 1,027.9 mEUR, corresponding to reported growth of -0.6% compared to 2023. Organic growth was 1.2%, driven by positive organic growth in the Service, Consumer, and Specialty Businesses. This was partially offset by negative organic growth of 0.9% in the Professional Business.
- By region, EMEA delivered strong organic growth of 5.9% from 2023. This was driven by broad-based growth across all segments and was supported by new products launched in the second half of 2024.
- A demand slowdown in the US and hurricane damages to the US high-pressure washer business both negatively impacted performance in the Americas, resulting in negative organic growth of 4.3%. Performance was below expectations and management has identified key improvement areas to implement in 2025.
- APAC continued to see weak demand throughout 2024 in several key markets. As a result, the region delivered negative organic growth of 8.0%.
- The gross margin increased to 42.2%, 1.3 percentage points higher than 2023 and the highest level since 2017. This marked the second consecutive year of gross margin expansion, driven by efficiency measures across factories and a favourable product mix, combined with diligent price and discount management.
- The overhead cost ratio increased slightly from 34.0% in 2023 to 35.2% in 2024. This was primarily the result of investments in product launches, including sales and marketing activities. Merit increases and inflationary pressure on general expenditures also contributed to higher overhead costs.
- As a result, EBITDA before special items increased to 135.8 mEUR, equal to a margin of 13.2%. This was a 0.4 percentage point or 3.4 mEUR increase and was mainly driven by strong gross margin management that fully offset a slight increase in overhead costs.
- Special items, net, amounted to 6.4 mEUR, compared to 9.9 mEUR in 2023. Special items were mainly advisory costs incurred for strategic improvement projects, including the consolidation of the US high-pressure washer business.
- Free cash flow was 7.7 mEUR in 2024, compared to 115.2 mEUR in 2023. Cash flow from operating activities was adversely affected by changes in working capital, this was driven by higher inventory associated with new product launches that are ongoing. Alongside, increased investments into research and development and digitalisation.
- Net interest-bearing debt increased to 270.1 mEUR from 252.2 mEUR at the end of 2023. This was primarily driven by an increase in working capital, as well as higher capital expenditures. As a result, financial gearing increased from 1.9x to 2.0x at the end of 2024.

4.3.2 2025 Q3 Report

The Company released the 2025 Q3 Report for the first nine months of 2025 on 20 November 2025.² The highlights of the 2025 Q3 Report are the following:

¹ The 2024 Annual Report can be found on [Nilfisk Holding Annual Report 2024](#). The 2024 Annual Report does not form part of this Statement, except for the specific content thereof included in the Statement.

² The 2025 Q3 Report can be found on [Nilfisk Holding](#). The 2025 Q3 Report does not form part of this Statement, except for the specific content thereof included in the Statement.

mEUR	Q3 2025	Q3 2024 ¹
Revenue	238.7	240.6
Organic growth	2.1%	-0.8%
Gross margin	41.2%	42.4%
Overhead costs	84.2	87.6
Overhead cost ratio	35.3%	36.4%
EBITDA before special items	30.1	30.9
EBITDA margin before special items	12.6%	12.8%
Special items, net	-47.4	-1.2
CAPEX ratio	3.5%	4.4%
Free cash flow	10.5	7.4
Net interest-bearing debt	312.6	257.7
Financial gearing	2.3x	1.8x
Basic earnings per share (EPS)	-1.05	0.20

¹ From Q3 2025, Share of profit from associates has been reclassified to be included within operating profit. Comparison figures and ratios have been restated accordingly. Read more in the Q3 2025 Report.

4.3.3 Financial Outlook for 2025

In the 2024 Annual Report, the Company announced its financial outlook for the financial year 2025.

In the 2025 Q3 Report, the Company narrowed parts of the financial outlook for 2025 financial year. In Announcement 15/2025, the Company narrowed parts of the financial outlook for 2025 further. The narrowed financial outlook for the 2025 financial year is as follows:

Organic growth is expected to be 0% to 1% (in the 2025 Q3 Report around 1% and in the 2024 Annual Report 1% to 3%). The EBITDA margin before special items is expected to be in the range of 13% to 14%, based on tariffs being offset with supply chain activities and pricing as well as continued structural cost reductions.

The financial outlook is based on several assumptions including:

- Stable market conditions in EMEA
- Reduced market uncertainty following the government reopening and tariff stability in the US
- The APAC region maintaining moderate growth
- Trade wars do not intensify and/or lead to a recession in key markets

The share of profit from associates has been reclassified as part of operating profit to reflect Nilfisk's increased focus on M2H within its go-to-market strategy. This change has also resulted in a positive impact on EBITDA before special items. The EBITDA margin before special items outlook remains unchanged and is still expected to be in the range of 13%–14%, both with and without the reclassification.

The Company's financial outlook for 2025 constitutes forward-looking information. Please see section 10.2 for a cautionary statement on forward-looking information.

4.3.4 Risk factors

The abovementioned financial outlook for 2025 for the Company should be seen in the light of the risks associated with its business. Below is a non-exhaustive list of key risks that may affect the Company:

- Commoditisation and competition
- Economic and political instability
- Cyber and IT security
- Failure to innovate
- Data integrity, quality and privacy

The key risks are described in further detail, along with mitigating actions, on pages 59–60 of the 2024 Annual Report.

4.4 Change of control

Some of the agreements, including financing arrangements, to which the Group is a party, contain provisions that will or may take effect in case of a change of control over the Company, as would occur upon Completion of the Offer. The Offeror has provided documentation to the Company that it has the necessary financial resources to refinance the Company's existing debt that may become payable upon Completion of the Offer. For current Shareholders, change of control provisions in existing agreements to which the Group is a party are relevant, primarily, if such Shareholders do not accept the Offer. It cannot be ruled out that other contracting parties, including the Group's strategic business partners, may want to terminate agreements made with the Group if the Offer is Completed.

In the event of a Change of Control of the Company as defined in the Company Remuneration Policy, as would occur upon completion of the Offer, the Company's notice of termination will be extended from 18 to 24 months in relation to CEO Jon Sintorn and from 12 to 18 months in relation to CFO Carl Bandhold, while the CEO's notice of termination of his employment in this situation is extended from 9 to 12 months and the CFO's notice is extended from 6 to 9 months. The extended notice periods shall not apply if the CEO or CFO have given reasonable cause for the termination. In case of termination from either party's side due to a Change of Control event, the Company may not effect set-off in any new income, if the executive is released during the notice period.

The consequences for the Group's Share-Based Incentive Programs as a result of Completion of the Offer are described in section 5 below.

With reference to section 19 of the Takeover Order, neither the Offeror nor any person acting in concert with the Offeror has concluded any agreement on amendments to any existing agreements on bonus or similar incentive schemes to the members of the Board of Directors or the Executive Management, nor will any such agreement be concluded prior to Completion.

4.5 Fairness Opinion

The Board of Directors' assessment of the financial merits of the Offer took into account, among other factors, the Fairness Opinion, dated 10 December 2025, from DNB Carnegie, that, as of such date and based on and subject to the various assumptions made, procedures followed, matters considered and limitations and qualifications on the reviews undertaken by DNB Carnegie, as set forth in the written opinion, the Offer is, from a financial point of view, fair to the Shareholders.

The full text of the Fairness Opinion is available, subject to certain restrictions, at <https://investor.nilfisk.com/offer-site-to/shareholders>. The Fairness Opinion was provided solely for the information of the Board of Directors in its evaluation of the Offer and is not intended to be and does not constitute a recommendation to any Shareholder as to how such Shareholder should act on any matters relating to the Offer and may not be relied upon by any third party or used for any other purpose.

5. INCENTIVE PROGRAMS

As of the date of this Statement, the Group operates two (2) share-based incentive programs (**Share-Based Incentive Programs**):

- A. A one-off warrant scheme (the **Warrant Scheme**) pursuant to which the Company has granted warrants (the **Warrants**) to members of the Executive Management and selected employees of the Group; and
- B. Annually recurring performance share plans (the **PSPs**) pursuant to which the Company has granted performance share units (the **PSUs**) to members of the Executive Management and selected employees of the Group.

The Company has in the Announcement Agreement undertaken to the Offeror not to accelerate the vesting of the Warrants and the PSUs as a result of the Offer.

Pursuant to the Announcement Agreement, the Company has the right to continue the PSP in all material respects in the ordinary course of business in accordance with past practice, including by implementing a 2026 PSP in all material respects in the ordinary course of business in accordance with past practice on terms substantially similar to the existing PSPs, and to issue PSUs under such 2026 PSP to members of the Executive Management and selected employees of the Group in all material respects in the ordinary course of business in accordance with past practice.

6. ANNOUNCEMENT AGREEMENT

Below is a summary of certain terms and conditions of the Announcement Agreement that the Board of Directors finds are of particular importance for the purpose of this Statement.

In the Announcement Agreement, the Offeror undertook, subject to fulfilment of certain pre-conditions, to make the Offer. By publishing the Offer Document, the Offeror has confirmed that all pre-conditions for the making of the Offer have been satisfied.

Further, in the Announcement Agreement the Offeror has provided certain undertakings and covenants with respect to financing of the Offer and any subsequent compulsory acquisition, including to ensure that the Offeror at Completion will have, until the Long Stop Date (as defined below), the funds available to it required to pay the Offer Price required to purchase and pay for any and all Shares tendered in the Offer on terms sufficiently certain to comply with the Takeover Order as well as to refinance any of the Group's debt that may become due and payable as a result of the Completion of the Offer.

Upon and subject to the Offer being made and the Offer Document being published in accordance with the terms and conditions of the Announcement Agreement, the Board of Directors undertook in the Announcement Agreement to recommend the Shareholders to accept the Offer and to not withdraw such recommendation or amend it in a manner adverse to the Offer. However, the Announcement Agreement specifically provides that to the extent that a third party publishes a competing offer or otherwise publishes a decision to conduct an alternative transaction or publishes any decision to make a competing offer or an alternative transaction, in each case provided that such competing offer or other alternative transaction is a superior alternative transaction proposal, then the Board of Directors shall not be under any obligation to not withdraw its recommendation or amend it in a manner adverse to the Offer, provided that the Board of Directors shall give the Offeror five (5) business days written notice of its intention to withdraw its recommendation or amend it in a manner adverse to the Offer, including to provide the Offeror with the material terms of such superior alternative transaction proposal subject to certain terms and conditions. In order for a transaction proposal to qualify as a superior alternative transaction proposal, the Board of Directors will have to determine (acting reasonably and in good faith) and after having received advice from its external legal counsel(s) and financial adviser(s) to support such determination, that the transaction (i) is (or in the Board of Directors' opinion (acting reasonably and in good faith) will upon announcement be) fully financed in accordance with the Takeover Order (as applicable); (ii) is, in the Board of Directors' opinion (acting reasonably and in good faith), capable of being completed in accordance with its terms, taking into account all relevant legal, financial, regulatory, timing and other conditions associated with such transaction; and (iii) is, in the Board of Directors' opinion (acting reasonably and in good faith), superior to the Offer for the Shareholders based on an overall assessment of the totality of terms, taking into account the financial aspects of the Offer, including where the transaction includes an element of non-cash consideration and all other relevant legal, financial, regulatory, timing and other aspects of the transaction.

In the event that the Offeror decides (in its sole discretion) to match or exceed the more favourable terms of any superior alternative transaction proposal within ten (10) Business Days of the Company's notice pursuant to the foregoing paragraph, the Board of Directors has undertaken to recommend only such matching or improved Offer of the Offeror, provided that the matching or improved Offer of the Offeror is determined by the Board of Directors, after having received advice from its external legal counsel and financial advisers, to be superior to the Shareholders on the basis of an overall assessment of the totality of terms, taking into account all relevant legal, financial and regulatory aspects.

As is customary in the context of recommended public takeover offers, the Company has in the Announcement Agreement undertaken not to, and to ensure that its subsidiaries as well as the Company's and its subsidiaries' representatives do not, directly or indirectly, initiate, solicit, engage in, continue or intentionally encourage any approach from, or discussions or negotiations with, or provide information to, or enter into any agreement or arrangement with, any person other than the Offeror (and/or its representatives) concerning any alternative transaction. However, the Company's undertakings in this regard are subject to the fiduciary duties of the Board of Directors and their obligations arising out of applicable laws and shall not prevent the Company from providing information and engaging in discussions in respect of any unsolicited approach concerning a bona fide potential superior alternative transaction proposal.

The Announcement Agreement contains certain undertakings by each of the Company and the Offeror to ensure that the Conditions are fulfilled. Specifically, in the Announcement Agreement, the Offeror has, subject to the terms and conditions of the Announcement Agreement, made certain undertakings and commitments to the Company for the purpose of ensuring that the Regulatory Conditions will be satisfied, including that the Offeror has undertaken for the benefit of the Company to accept and implement any required regulatory commitments necessary to fulfil the Regulatory Conditions, provided that such acceptance does not affect either the European business of the Offeror and its subsidiaries or the European business of any other affiliate of Freudenberg SE in a material and adverse manner.

In the Announcement Agreement, the Company has made certain customary and limited warranties and representations regarding itself, it being specifically provided that the sole and exclusive remedy for any breach of such warranties and representations is the right of the Offeror to terminate the Announcement Agreement with immediate effect. The Offeror has also provided certain customary and limited warranties and representations regarding itself.

Furthermore, the Company has in the Announcement Agreement made certain customary covenants and undertakings concerning, *inter alia*, distribution of the Offer Document to the Shareholders as well as conducting its activities in all material respects in the ordinary course of business consistent with past practice, subject to customary exceptions.

Under the Announcement Agreement, the Offeror agrees to indemnify current and former directors, officers and employees of the Company and its affiliates (**Covered Persons**) for liabilities arising from actions taken in their official roles before Completion, except in cases of fraudulent behaviour prior to Completion. In addition, for five years after Completion, the Offeror must maintain D&O insurance coverage for Company's directors and officers as of 11 December 2025 and as of Completion that is no less favourable than the Company's current policy. Finally, the Offeror waives, and will ensure that the Company and its affiliates waive, any right to seek indemnification or recourse against Covered Persons in connection with the Announcement Agreement, the Offer, or related transactions as well as for actions taken in their official roles before Completion, except in cases of fraudulent behaviour by the Covered Person prior to Completion. These undertakings in favour of the Covered Persons are otherwise subject to certain customary terms and conditions.

Termination of the Announcement Agreement may occur in certain circumstances, being:

- i. by mutual written consent of the Company and the Offeror;

- ii. by either party, in the event, prior to Completion, (a) the Offeror, subject to the terms of the Announcement Agreement, withdraws the Offer in accordance with and subject to the terms and conditions of the Announcement Agreement, (b) due to the Board of Directors withdrawing its recommendation of the Offer or amending it in a manner adverse to the Offer and/or (c) due to the other party's material breach of the Announcement Agreement provided that such breach is materially adverse to the Offer (including Completion thereof);

A party's right to terminate the Announcement Agreement due to material breach is further subject to (x) the non-breaching party prior to such termination being effected having notified in writing the party in alleged breach of the matter(s) constituting a breach immediately upon becoming aware of the breach, and (y) the party in alleged breach being afforded the opportunity to respond to, challenge and, if possible, remedy the alleged breach for a period of not less than ten (10) business days; or

- iii. by the Company, if (a) the Offeror has not published within four (4) business days after the expiry of the Offer Period that the Offer will be Completed, or (b) the Offeror breaches its obligation to make payment to settle the Offer in accordance with the Offer Document.

The Announcement Agreement shall terminate automatically with immediate effect upon the date falling five (5) business days after the date falling nine (9) months after the date of publication of the Offer Document (the **Long Stop Date**), provided that the Offeror has not published an announcement of the final results of the Offer prior thereto to the effect that the Conditions have been satisfied or, to the extent permitted, waived and the Offer will be Completed.

The Announcement Agreement provides that except for any costs incurred by the Company (i) related to the distribution of the Offer Document and other material related to the Offer and (ii) related to assistance provided by the Company in relation to repayment and termination and/or continuance of the Company's existing financing and in relation to any financing implemented by the Offeror, each party shall carry and pay for its own costs and expenses in connection with the entering into and carrying out of the transactions (including the Offer) contemplated by the Announcement Agreement.

The Announcement Agreement is governed by Danish law, excluding the application of its conflict of law rules.

7. EVENTS AND PROCESS LEADING UP TO THE OFFER

In March 2025, the Company was informally approached by a third party expressing interest in a transaction involving the Company. Prompted by this approach, the Board of Directors engaged Guggenheim as its financial adviser and Krogerus as its international legal adviser and Kromann Reumert as its Danish legal advisers to support the Board of Directors in the assessment of this unsolicited approach.

Since the initial unsolicited third-party approach, the Board of Directors considered it its duty, acting in the best interest of the Company and its Shareholders, to assess whether such approach, or interest by another party, could lead to the making of a public takeover offer that would, if accepted by the Shareholders, deliver superior value for the Shareholders and be in the best interest of the Company and its Shareholders.

To that end the Board of Directors has, together with the Company's advisers, since the initial approach, conducted a broad competitive process actively exploring the potential interest of a range of strategic and financial parties in a transaction concerning the Company, including by making available certain information for interested parties to perform a customary review of the Company.

Based on the final offers, the Board of Directors engaged in further negotiations with the parties that had submitted a final offer. The Board of Directors, assisted by its advisers, was able to improve the terms of one of the offers through the negotiation process. At this stage, it was determined to enter into final negotiations with the Offeror.

From initiation of this phase and during the period leading up to the publication of the Offer, the parties have thoroughly discussed and negotiated the terms and conditions of the Offer. Further, over the same period the parties have exchanged and negotiated the Announcement Agreement and other documents between them, and the parties and their advisers analysed the regulatory approvals and clearances that the Offeror would need to obtain to complete the Offer, if made. During these discussions and negotiations, it has been the aim of the Board of Directors to ensure the best possible terms for the Shareholders within accepted market standards.

Following these discussions and negotiations with the Offeror, the Board of Directors resolved to recommend the Offer, when made. In taking this decision, the Board of Directors considered both the financial and other terms and conditions proposed in the Offer.

On 11 December 2025, the Offeror and the Company entered into the Announcement Agreement and the Major Shareholders and those members of the Board of Directors and Executive Management who hold Shares entered into the Irrevocable Undertakings with the Offeror to accept the Offer at the Offer Price and on the terms and conditions applicable to the Offer, subject to certain customary conditions, including that the Irrevocable Undertakings shall lapse if, among others, a third party announces an alternative transaction in which the total consideration offered to Shareholders exceeds the Offer Price (as adjusted for any dividends or other distributions declared or paid to the Shareholders prior to completion of the Offer as described in the Offer Document) by at least ten (10) per cent, provided that the Offeror does not match or exceed such superior alternative transaction within ten (10) business days of the announcement thereof.

Following the execution of the Announcement Agreement, each of the Offeror and the Company published announcements concerning the decision by the Offeror to make the Offer and the Board of Directors' decision to recommend the Offer.

On 7 January 2026, the Danish FSA approved the Offer Document, which was subsequently published by the Offeror on the same day.

8. THE BOARD OF DIRECTORS' VIEW ON CERTAIN FACTORS RELATING TO THE OFFER

8.1 Introduction

The Board of Directors has had – and continues to have – full confidence in the Company's strategy and its continuation on a stand-alone basis. As such, the Board of Directors had not, prior to receiving an informal unsolicited approach from a third party in March 2025 expressing interest in a transaction involving the Company, actively solicited approaches from potential offerors for a takeover offer for Nilfisk or other strategic transactions involving Nilfisk.

However, in light of this unsolicited third-party approach, the Board of Directors considered it its duty, acting in the best interest of the Company and its Shareholders, to assess whether such an approach, or interest by another party in the Company, could lead to the making of a public takeover offer that would, if accepted by the Shareholders, deliver superior value for the Shareholders and be in the best interests of the Company and its Shareholders.

To that end the Board of Directors has, together with the Company's advisers, since the initial approach actively explored the potential interest of a range of strategic and financial parties in a transaction concerning the Company.

On this basis and taking into consideration the Board of Directors' assumptions regarding the Group's business and financials and performance and outlook, including the Group's future prospects on a stand-alone basis as well as the commitments, covenants, and undertakings made by the Offeror in the Announcement Agreement for the benefit of the Company and its stakeholders, the Board of Directors has, assisted by the Executive Management as well as Guggenheim as financial adviser and Krogerus and Kromann Reumert as legal advisers, analysed the Offer.

The Board of Directors' assessment of the financial merits of the Offer took into account, among other factors, the Fairness Opinion, dated 10 December 2025, from DNB Carnegie, that, as of such date and based on and subject to the various assumptions made, procedures followed, matters considered and limitations and qualifications on the reviews undertaken by DNB Carnegie, as set forth in the written opinion, the Offer Price was fair, from a financial point of view, to the Shareholders.

8.2 The Offer Price

8.2.1 Comparison against relevant historical prices

The table below shows the Offer Price compared to the market price of the Shares on certain relevant historical dates and in relevant historical periods:

Date/Period	Price per Share (DKK)	Offer Price premium compared with relevant historical share price per Share (in per cent)
10 December 2025 (the last day of trading prior to announcement of the Offer)	103	35.9%

One-month volume-weighted average for the period ending 10 December 2025	100.11	39.8%
Three-months volume-weighted average for the period ending 10 December 2025	107.60	30.1%
Six-months volume-weighted average for the period ending 10 December 2025	103.05	35.9%
Twelve-month volume-weighted average for the period ending 10 December 2025	98.38	42.3%

Source: FactSet

8.3 The Offer's impact on the interests of the Shareholders and the Company, including on employment

The Board of Directors has assessed a number of matters related to the Offer that have or may have an impact on the Group, the Shareholders, and other stakeholders, including the Group's employees, and which may be of importance to the Shareholders' position on the Offer.

The following is a non-exhaustive description of certain short-term and long-term potential consequences of the Offer on the Group, the Shareholders, and other stakeholders, including employees, considered by the Board of Directors to be of particular importance to the Shareholders' position on the Offer.³

8.3.1 The Offeror's intentions expressed in the Offer Document

In the Offer Document, the Offeror has made certain statements regarding its intentions following Completion of the Offer.

In its assessment, the Board of Directors has relied on and assumed, without any independent verification, that the statements made by the Offeror in the Offer Document on the matters set out below are true, correct, and not misleading representations of the Offeror's intentions.

8.3.1.1 The Offeror's background to the Offer and strategic plans

In the Offer Document, the Offeror has made the following statements regarding the background to the Offer and its strategic plans:

"The Offeror is confident that this transaction represents a unique and compelling strategic opportunity for both companies, laying the foundation for a strong global growth platform. By combining the businesses, the Offeror expects to unlock significant value and realise meaningful synergies with minimal overlap. The Offeror has been actively exploring expansion into adjacent product categories, with professional cleaning devices

³ The parts of the text below which are derived from the Offer Document use certain terms that are defined in the Offer Document. Reference is made to the Offer Document for the applicable definitions of such terms.

representing a natural extension of its current portfolio. The Offeror's strategic vision is to become a leading global player across both machine and manual professional cleaning and to capture growth opportunities in underserved markets, paving the way for the future of autonomous mobile cleaning robots.

The Company is viewed as a highly complementary fit with this strategic vision. Its leading position, global footprint and advanced capabilities in digitalisation, automation and connectivity make it a powerful platform for the Offeror and will accelerate the Offeror's entry into the complementary machine cleaning segment and unlock substantial growth opportunities. Machine cleaning, already a significantly larger and faster-growing category than manual cleaning, is set for further expansion as it directly addresses the industry's most urgent challenge of labour shortages.

The Offeror also believes that the Company and the Offeror share a strong cultural alignment, including a shared vision, a deep passion for cleaning and a professional, results-oriented global mindset, as well as common values in terms of customer orientation and the translation of R&D capabilities into value-adding products for customers. The Offeror is confident that it can support the Company's improvement plans by leveraging the Company's experienced management team, global capabilities and proven regional operating model, where local accountability is reinforced by global functional expertise. The Offeror recognises the strength of the Company's global business, built on delivering high-quality solutions over many years, and sees particular value in the specialty segment, including joint opportunities in controlled environments. In addition, the Offeror brings strong project and change management expertise and robust brand management capabilities that could benefit the Company across its portfolio, particularly in the consumer business.

The Offeror intends, at the appropriate time after Completion and if holding the requisite number of Shares, to initiate and complete a Compulsory Acquisition of any remaining Shareholders other than the Offeror and the Company in accordance with the Danish Companies Act and cause that the Shares are removed from trading and official listing on Nasdaq Copenhagen as further set out in sections 8.6 (Compulsory Acquisition (squeeze-out)) and 8.7 (Delisting)."

The Board of Directors expresses the following regarding the Offeror's so stated intentions:

The Board of Directors has carefully considered the Offeror's background to the Offer and its strategic plans.

The Board of Directors agrees that the Company's business within machine cleaning is a good complimentary fit to the Offeror's business within manual cleaning and that a combination thereof will provide growth opportunities for both the Offeror and the Company.

While the Company is well positioned to execute its strategy as a stand-alone listed company, the Board of Directors acknowledges the Offeror's view that the Offer represents a compelling strategic opportunity and that the Company's leading position, global footprint, and advanced capabilities in digitalisation and automation are highly complementary to the Offeror's vision. The Board of Directors believes that the Offeror's strategic plans are generally consistent with the Company's long-term objectives and could create an opportunity for growth.

The Offeror has indicated that it intends to leverage the Company's experienced management team and regional operating model, while maintaining local accountability supported by global functional expertise. The Board of Directors considers this approach positive for operational continuity and believes it could support the Company's ongoing improvement plans. The Offeror's emphasis on cultural alignment and shared values is also noted by the Board of Directors. The Board of Directors sees advantages in access to broader resources and capabilities under the Offeror's ownership, potential acceleration of growth in machine cleaning and automation segments.

As further described in the Offer Document, Completion of the Offer and the Offeror's stated priorities - including a potential squeeze-out and delisting - may, for Shareholders not accepting the Offer, result in a significant reduction of free float and potential impact on liquidity of the Shares on Nasdaq Copenhagen.

8.3.1.2 The Offeror's intentions regarding the Group's employees and employment conditions and registered office and principal parts of business

In the Offer Document, the Offeror has made the following statements regarding the intentions for the Group's employees and employment conditions in the Group as well as in relation to the Company's registered office and principal place of business, following Completion of the Offer:

"The Offeror's overall intention is to support the continued development of the Company and the Group, including by safeguarding a robust operational platform and a strong organisation.

With respect to employees, the Offeror does not as a consequence of the completion of the Offer contemplate any general and material reductions in the overall number of employees or any general and material adverse changes to employment terms."

The Board of Directors expresses the following regarding the Offeror's so stated intentions:

The Board of Directors finds that the Offeror's intention of continued development of the Company and the Group is consistent with the Company's core principles.

The Board of Directors notes and welcomes the Offeror's commitment regarding employees and employment terms. The Board of Directors believes that the Company's employees, footprint and culture is the basis of its success and its position as a global leader in its industry.

8.3.1.3 The Offeror's intentions regarding changes to the management and the Board of Directors

In the Offer Document, the Offeror has made the following statements regarding the Offeror's intentions regarding the governance of the Company following Completion of the Offer:

"The Offeror appreciates and highly values that the Management has built a very successful business with an excellent track record. As of the date of this Offer Document, the Offeror expects to continue to work closely with the Management in developing the business.

The Offeror intends to seek representation on the Board at a level, which appropriately reflects the ownership ultimately obtained by the Offeror following Completion of the Offer. Accordingly, the Offeror would expect that all or a majority of the members on the Board elected by the general meeting will be appointed based on proposals by or nominations following consultation with the Offeror after Completion. The Board includes employee-elected representatives appointed in accordance with the Danish Companies Act, and the Offeror intends that such employee representation will continue unchanged following Completion. Following confirmation by the Offeror that the Conditions have been fulfilled and the Offer will be Completed, the Company and the Offeror shall jointly decide upon an appropriate date whereby an extraordinary general meeting of the Company shall be held for the purpose, inter alia, of electing new and/or additional members to the Board."

The Board of Directors expresses the following regarding the Offeror's so stated intentions:

The Board of Directors welcomes the Offeror's recognition of the Company's management achievements and its stated intention to work closely with management to deliver the next phase of the Company's strategy.

The Board of Directors notes the Offeror's expectation to seek representation on the Board of Directors following Completion and considers this a natural consequence of the ownership change. It is further noted that, if the Offeror holds more than 50% of the Shares (excluding treasury shares) after Completion, the Offeror will, in accordance with the Danish Companies Act (in Danish: *Selskabsloven, Consolidated Act No. 331 of 20 March 2025, as amended*, the **Companies Act**) and the Company's articles of association, be able to elect all (and in any event a majority of) the members of the Board of Directors elected by the general meeting. While this would not be in line with the Recommendations on Corporate Governance issued by the Danish Committee on Corporate Governance (in Danish: *Anbefalinger for god selskabsledelse*; the **Corporate Governance Recommendations**)⁴, those recommendations constitute non-binding best-practice guidelines for companies admitted to trading on Nasdaq Copenhagen.

The Board of Directors also notes that directors of a Danish limited company must properly safeguard the interests of the company and all shareholders and must refrain from participating in Board decisions where they (or an affiliated third party) have a material conflicting interest. The Board of Directors has no reason to believe that any member of the Board of Directors elected at a general meeting following Completion on the Offeror's proposal would not comply with these and other requirements under applicable Danish law.

For the avoidance of doubt, the Board of Directors confirms that there are no agreements or understandings between the Offeror and any of the current general-meeting-elected Board members regarding continuation of such membership after Completion.

8.3.1.4 The Offeror's intentions regarding distribution of funds

In the Offer Document, the Offeror has made the following statements regarding distribution of funds from the Company following Completion of the Offer:

"The Offeror does not currently plan to distribute funds from the Company within the first twelve (12) months after Completion. Accordingly, the Company's practices with regard to dividends will remain unchanged.

To avoid any unintended restrictions in the possibilities for letting the Company distribute funds to the Offeror as well as any other Shareholders after the Completion of the Offer as a result of the requirements in the Danish Companies Act and the information requirements in the Danish Takeover Order, the Shareholders should be aware that the Offeror reserves the right to propose, vote for and/or otherwise procure:

(i) that the Company declares or distributes funds by way of payment of dividends (ordinary or extraordinary) within the first twelve (12) months after Completion in an aggregate amount not exceeding EUR 246.5m equivalent to the Group's consolidated free distributable reserves as per 31 December 2024 (which can be distributed by the Company's Subsidiaries resolving on dividends in accordance with the Danish Companies Act or similar foreign Laws up to the Company) and otherwise in respect of the limitations for distribution of dividends set out in the Danish Companies Act; and

(ii) that the Company in any other lawful way makes distributions through capital reduction to distribution, in an aggregate amount not exceeding EUR 246.5m equivalent to the Group's consolidated free distributable

⁴ The Recommendations on Corporate Governance can be found here: [Anbefalinger for god Selskabsledelse | Corporate Governance](#)

reserves as per 31 December 2024 (which can be distributed by the Company's Subsidiaries resolving on dividends in accordance with the Danish Companies Act or similar foreign Laws up to the Company) and otherwise in respect of the limitations for distribution of dividends set out in the Danish Companies Act.

The exact timing and amount of any distributions of funds after Completion will depend on a number of factors, including the Company's and the Offeror's interests, the Company's financial position, working capital needs, and the availability of distributable profits and liquid assets. Any distribution of funds from the Company will be made in accordance with the provisions of the Danish Companies Act and the Company's articles of association as applicable from time to time. The actual amount of the distributions described in sections 8.5(i) and 8.5(ii) above within the first twelve (12) months after Completion may therefore ultimately be lower than stated in sections 8.5(i) and 8.5(ii), and it is possible that such distributions may not be made at all."

The Board of Directors expresses the following regarding the Offeror's so stated intentions:

The Board of Directors notes the Offeror's stated intention that any distributions within the first 12 months following Completion will be determined solely at the Offeror's discretion, subject to applicable law, and may be lower than the indicated maximum amounts - or may not occur at all.

The Board of Directors has no further insight into the Offeror's specific intentions regarding distributions following Completion, but has no reason to believe that any such distributions, if made, would contravene applicable Danish law or be adverse to the Company's business and strategy.

8.3.1.5 The Offeror's intentions regarding Compulsory Acquisition

In the Offer Document, the Offeror has made the following statement regarding a compulsory acquisition of the Company's minority Shareholders following Completion of the Offer:

*"If, after Completion, the Offeror holds the requisite number of Shares under the Danish Companies Act (more than ninety (90) per cent of the Shares and the attaching voting rights, not including any Treasury Shares), the Offeror intends to initiate and complete a compulsory acquisition of any remaining Shares held by Shareholders other than the Offeror and the Company upon Completion in accordance with the Danish Companies Act and the VP Rule Book (a "**Compulsory Acquisition**").*

Pursuant to applicable Laws governing the Compulsory Acquisition, the Offeror will Publish a notice through the IT system of the Danish Business Authority to all remaining Shareholders, which notification will contain information on the Compulsory Acquisition, including the redemption price, the basis for calculation thereof and a statement from the Board on the terms and conditions for the Compulsory Acquisition by the Offeror. Pursuant to the notification, all remaining shareholders are entitled for a four (4) week period to transfer their Shares to the Offeror.

To the extent the remaining Shareholders have not transferred their Shares to the Offeror during such four (4) week period, the Offeror will compulsorily redeem the non-transferred Shares through Euronext Securities Copenhagen for a cash consideration corresponding to the redemption price applicable to the Compulsory Acquisition, which is expected to correspond to the Offer Price. Thereafter, a notice to the now former Shareholders will be Published through the IT systems of the Danish Business Authority with information on the completion of the Compulsory Acquisition.

*The redemption price in a Compulsory Acquisition (the "**Compulsory Acquisition Consideration**"), initiated within three (3) months after the expiry of the Offer Period is not subject to challenge in court proceedings by*

Shareholders that have had their Shares redeemed by the Offeror in the Compulsory Acquisition (the “Squeezed-out Shareholders”), provided that the Offeror through the Offer acquired more than ninety (90) per cent of the Shares in the Offer). Therefore, in such case, the Compulsory Acquisition Consideration will correspond to the Offer Price.

If the Compulsory Acquisition is initiated later than three (3) months after the end of the Offer Period, or if the Offeror initiates the Compulsory Acquisition without having acquired more than ninety (90) per cent of the Shares in the Offer, Squeezed-out Shareholders could challenge the Compulsory Acquisition Consideration in court proceedings in Denmark. Any such proceedings will not affect the completion and settlement of the Compulsory Acquisition because a challenge to the Compulsory Acquisition Consideration does not affect the transfer of legal title to shares subject to a Compulsory Acquisition, i.e. if a Squeezed-out Shareholder challenges the Compulsory Acquisition Consideration in the Danish courts (if entitled thereto), such challenge will not delay or otherwise impede the mandatory acquisition of the remaining Shares under the Compulsory Acquisition.

If as a result of the Offer, the Offeror does not acquire more than ninety (90) per cent of the Shares in the Offer, the Offeror will not be entitled to compulsorily redeem the remaining Shareholders but may, subject to applicable Law, be able to do so subsequently, if the Offeror increases its shareholding in the Company to more than ninety (90) per cent of the aggregate issued share capital and voting rights of the Company (excluding Treasury Shares), including as a result of any measures and/or transactions referenced in section 8.1 (Background to the Offer and strategic plans). In such case, the Compulsory Acquisition Consideration will not necessarily correspond to the Offer Price.”

The Board of Directors expresses the following regarding the Offeror's so stated intentions:

The Board of Directors acknowledges and finds it to be expected and natural that the Offeror carries out a compulsory acquisition of the minority Shares following Completion of the Offer, if the conditions set out in the Companies Act are fulfilled.

8.3.1.6 The Offeror's intentions regarding Delisting

In the Offer Document, the Offeror has made the following statement regarding a delisting of the Shares from Nasdaq Copenhagen following Completion of the Offer:

“If, after Completion, the Offeror holds the requisite number of Shares required pursuant to Danish Law (the Offeror either having the option of securing full ownership of the Company by way of a Compulsory Acquisition or holding more than ninety (90) per cent of the Shares and the attaching voting rights, not including any Treasury Shares, present or represented at a general meeting resolving on the proposal to remove the Company from trading and official listing on Nasdaq Copenhagen), the Offeror intends to seek to have the Shares removed from trading and official listing on Nasdaq Copenhagen at an appropriate time following Completion. If delisting is achieved, the Offeror will in due course initiate amendments to the articles of association of the Company to reflect that the Company is no longer listed on Nasdaq Copenhagen in which case the Shareholders would no longer benefit from the increased reporting duties required as long as the Company is admitted to trading on a regulated market.

It is expected that the Shares will remain registered with Euronext Securities Copenhagen until a Compulsory Acquisition has been completed.”

The Board of Directors expresses the following regarding the Offeror's so stated intentions:

The Board of Directors acknowledges and finds it to be expected and natural that the Offeror will seek to have the Shares removed from trading and official listing on Nasdaq Copenhagen if the requirements provided for under Nasdaq Copenhagen's rules and regulations are fulfilled.

8.3.1.7 The Offeror's financing of the Offer

In the Offer Document, the Offeror has made the following statement regarding financing of the Offer:

"The consideration for the Shares to be acquired on Completion of the Offer consists solely of a cash payment. The Offer is not subject to any financing qualifications and is fully financed.

The Offeror's parent company, Freudenberg SE, has committed to provide sufficient funds that secures all necessary financing of the consideration for all Shares to be acquired pursuant to the Offer and in a subsequent Compulsory Acquisition of any Shares in accordance with the Danish Companies Act to be carried out in continuation of the Offer at a price equal to the Offer Price, which commitment will be financed by Freudenberg SE entirely from its available cash and financing resources.

Subject to the terms and conditions of the Announcement Agreement, the Offeror reserves the right to replace the financing arrangements described herein prior to or following Completion with other financing instruments or sources."

The Board of Directors expresses the following regarding the Offeror's so stated intentions:

The Board of Directors notes that the Offer is not subject to any financing qualifications.

The Board of Directors also notes that the Offeror has provided a commitment letter from Freudenberg SE in connection with the Offer as well as documentation of Freudenberg SE's financial position, which has been reviewed by the Company's financial and legal advisers. Based on this review, the Board of Directors considers the financing commitment from Freudenberg SE to be satisfactory, including to have been provided on reasonable and satisfactory terms.

8.4 Terms and Conditions of the Offer other than the Offer Price

In the process leading up to the Offer, including during negotiations with the Offeror, the Board of Directors, in addition to focusing on securing the making of an offer to the Shareholders on attractive financial terms, also has focused on the Offer, if made, being made on terms which provide for sufficient certainty of completion as well as for a reasonable and customary ability for the Board of Directors to entertain any unsolicited competing offers or other alternative transactions and otherwise on terms and conditions which otherwise reflect market terms for voluntary recommended public takeover offers for companies listed on Nasdaq Copenhagen.

Reference is made to the Offer Document for a detailed and binding description of the terms and conditions of the Offer.

8.4.1 Certainty of Completion of the Offer

Completion of the Offer is made subject to the following Conditions – which are reproduced in the form set out in section 4.9 of the Offer Document – being satisfied or waived in writing by the Offeror prior to the Final Results Announcement:

*"(A) The Offeror owning, or having received valid acceptances from Shareholders (such valid acceptances not subsequently validly withdrawn) with respect to, Shares representing a sufficient number of Shares to satisfy the Minimum Acceptance Condition. The **Minimum Acceptance Condition** means ninety (90) per cent of all Shares plus one (1) Share, (i) taking into account any Shares to be issued or Treasury Shares to be delivered before, on or as soon as practically possible upon the date of Completion as a result of a Permitted Share Scheme Transaction, and (ii) disregarding any Treasury Shares in the calculation.*

*(B) All approvals, clearances, waivers and notices from the Competition Authorities required under Competition Law to Complete the Offer in the jurisdictions listed in Schedule 4.9(B) shall have been granted, as relevant, and/or any applicable waiting period in respect of such notifications shall have expired or been terminated (the "**Competition Condition**").*

*(C) All approvals and clearances, waivers and notices from the European Commission under FSR shall have been granted, as relevant, and/or any applicable waiting periods in respect of such notification shall have expired or been terminated (the "**FSR Condition**", together with the Competition Condition, the "**Regulatory Conditions**").*

(D) Between 11 December 2025 and the Final Results Announcement, no Material Adverse Change having occurred.

*(E) The Company having Published the Board Recommendation, and not subsequently having committed (including having communicated an intention to do the following) any act or omission that would constitute an Adverse Recommendation Change, where "**Adverse Recommendation Change**" means, that (i) the Company not Publishing the Board Recommendation, (ii) the Board recommending that Shareholders accept a Competing Offer, or (iii) the Board approving or recommending that the Shareholders approve an Alternative Transaction.*

(F) Since 11 December 2025, there having been no change in or binding undertaking to amend or change the share capital of the Company or its articles of association, except as a result of a Permitted Share Scheme Transaction.

(G) Since 11 December 2025, the Company not having issued, or authorised the issuance of, any securities exercisable or exchangeable for, directly or indirectly convertible into, in lieu of or in substitution for, Shares, except for issuances pursuant to a Permitted Share Scheme Transaction.

(H) Since 11 December 2025, the Company not having sold (or agreed to sell) or in any other way disposed of any of its Treasury Shares other than pursuant to a Permitted Share Scheme Transaction.

(I) Since 11 December 2025, neither the general meeting of the Company nor the Board having carried out or resolved on any share repurchases, bonus shares issuances or share capital decreases other than pursuant to a Permitted Share Scheme Transaction.

(J) Other than legislation, regulation or decisions falling within the scope of the Regulatory Conditions with respect to the jurisdictions referenced in Schedule 4.9(B) as for competition approvals, no legislation or other regulation having been issued or decision made and remaining in effect by a competent court or regulatory authority or other Governmental Body that would prevent or otherwise prohibit Completion, nor shall any action have been taken, or any applicable Law or order promulgated, entered, enforced, enacted, issued or deemed applicable to the Offer or the transactions contemplated by the Announcement Agreement by any Governmental Body, which prohibits, makes illegal, prevents or otherwise prohibits the Completion of the Offer.

(K) The Announcement Agreement remaining in full force and effect and not having been validly terminated in accordance with its terms and conditions, see section 8.4.2 (i)-(iv)."

In the process leading up to the Offer, including during negotiations with the Offeror, the Board of Directors has focused on ensuring, as much as reasonably possible, that the Offer will, subject to the Shareholders' acceptance of the Offer, proceed to Completion.

With respect to the Condition set out in section 4.9(B) of the Offer Document (the Competition Condition) and section 4.9(C) of the Offer Document (the FSR Condition), the Board of Directors notes that in the Announcement Agreement, the Offeror has made certain undertakings and commitments to the Company for the purpose of ensuring that the Regulatory Conditions will be satisfied. Reference is made to the description of certain terms and conditions of the Announcement Agreement in section 6 above.

Of the other Conditions, the Board of Directors specifically wish to highlight that the Condition set out in section 4.9(D) of the Offer Document (No Material Adverse Changes) generally relates to Group-specific matters only, and not to matters generally affecting the financial markets, global or regional economies etc. other than in a manner materially disproportionate to the Group, taken as a whole.

8.5 Ability to Respond to any Competing Offers or Other Alternative Transactions

The Board of Directors notes that it believes that it has under the Announcement Agreement secured a customary and reasonable level of ability to respond to any unsolicited offer or unsolicited proposal for any competing offer or other alternative transaction and to ultimately recommend any superior alternative transaction proposal in line with its fiduciary duties to the extent it would become relevant. Reference is made to the description of certain terms and conditions of the Announcement Agreement in section 6 above.

8.6 Advantages and Disadvantages to the Shareholders Accepting the Offer

The Board of Directors encourages the Shareholders to (i) analyse the Offer Document and consider all advantages and disadvantages thereof to each individual Shareholder before deciding whether to accept the Offer or not and (ii) take into consideration all of the other matters, circumstances and assessments described in this Statement when deciding whether to accept the Offer or not.

However, in the opinion of the Board of Directors an acceptance of the Offer entails in particular the following advantages and disadvantages to the Shareholders:

8.6.1 Advantages to the Shareholders

- The Offer Price represents an attractive price as compared to the last day of trading prior to the announcement of the Offer as well the one, three, six, and twelve months volume-weighted average trading prices of the Shares with a high degree of price certainty for Shareholders, see section 8.2.1 above.
- The Offer provides the Shareholders with an opportunity:
 - to sell their Shares at a price reflecting a premium to the listed share price;
 - to sell their Shares at a price, which in the opinion of the Board of Directors, is attractive;
 - to sell all their Shares for a known and fixed consideration; and
 - to sell their Shares at a price, which may not be obtained if the price for the Shares declines after the expiry of the Offer Period, as a result of events related or unrelated to the Company.
- The Offer Price will be paid in cash.
- Completion of the Offer is subject only to satisfaction of the Conditions, including satisfaction of the Regulatory Conditions and the absence of any Material Adverse Change (each as defined in the Offer Document) which are customary in nature.
- Completion of the Offer is not conditional on other conditions, including any due diligence investigations, the Offeror obtaining any financing or any internal approvals of the Offeror.
- Accepting the Offer will not restrict the Shareholders from accepting (subject to the restrictions set out in the Offer Document) a competing offer, if made.
- Shareholders representing 50.9% of the Shares have signed the Irrevocable Undertakings and have thus found the Offer and the Offer Price attractive. Accordingly, the Board of Directors believes that there is a high likelihood that the Offer will be Completed.

8.6.2 Disadvantages to the Shareholders

- Shareholders accepting the Offer will, with effect from Completion, not take part in any future value creation in the Company.
- The Shareholders will normally have to pay tax on the gain realised if they decide to sell their Shares. Acceptance of the Offer may expedite the taxation. Since the tax consequences of accepting the Offer depends on the tax affairs of each individual Shareholder, the Board of Directors recommends that the Shareholders assess their own tax affairs and, if necessary, consult their own professional advisors.

8.7 Potential Consequences for Shareholders not Accepting the Offer

Shareholders not accepting the Offer could encounter materially changed terms of their investment in the Company, if, following Completion, the Offeror is neither entitled nor obliged under applicable Danish law to acquire any remaining Shares. Under the Companies Act, only a shareholder holding more than 90% of the shares and voting rights in the company is entitled and obliged to acquire the remaining shares.⁵

Potential consequences for Shareholders not accepting the Offer may include, without limitation, any of the following:

⁵ See Section 70ff of the Companies Act.

- It is uncertain whether the market price of the Shares, after Completion of the Offer, will increase, decrease or stay at the current level.
- Completion of the Offer may result in a significant reduction of the free float of the Shares and may significantly impact the liquidity of the Shares on Nasdaq Copenhagen.
- If, after Completion, the Shares in the Company are delisted other than in connection with a compulsory acquisition, any remaining Shareholders will no longer benefit from the increased reporting duties required for the Company as admitted to trading on a regulated market and the remaining Shareholders' ability to trade in Shares will be materially restricted. Further, if, after Completion, the Shares in the Company are delisted other than in connection with a compulsory acquisition, such delisting may have negative consequences for the Shareholders' tax treatment of the Shares. The Board of Directors recommends that the Shareholders assess their own tax affairs and, if necessary, consult their own professional advisors.
- If the Offer is Completed, and the Offeror following Completion owns more than 50% of the Shares the Offeror will, regardless of attendance at the general meeting, be able to elect and remove all shareholder-elected members of the Board of Directors and thus be able to control most strategic and operational decisions as well as the Company's return of capital to Shareholders. As set out in section 8.3.1.4, the Offeror's intention may involve not returning cash to Shareholders. This could result in a lower level or slower pace of dividends, share buybacks, or other capital returns than contemplated by the Company's current capital allocation and return policy.
- If the Offer is Completed, and the Offeror following Completion owns 2/3 of the Shares, the Offeror will, regardless of attendance at the general meeting, be secured a qualified (2/3) voting majority at the Company's general meeting, which means the Offeror will have a sufficient voting majority to adopt resolutions on changes in the Company, which may be adopted by qualified (2/3) voting majority, including significant structural changes in the Company, including amendment of the articles of association, share capital changes, reorganizations, mergers and demergers of the Company. With respect to share capital changes, this includes approving or authorizing share capital increases at market price without pre-emption rights for existing Shareholders and the Offeror may thus, for example, decide that further investment into the Company, if any, would be carried out through directed share issuances to the Offeror thereby further diluting the ownership share of other Shareholders.
- If the Offeror acquires more than 1/2 of the votes in the Company in the Offer, the Offeror will not be required to make a mandatory public offer to the Shareholders following Completion of the Offer. Further, if the Offeror in the Offer acquires more than 1/3 of the votes in the Company and control over the Company (within the meaning of the Capital Markets Act) in the Offer, the Offeror's subsequent increase in the ownership interest in the Company will not result in an obligation to make a mandatory offer, provided that the Offeror's holding of Shares continuously results in the Offeror controlling the Company pursuant to section 44 of the Capital Markets Act.

The Board of Directors advises the Shareholders to take the statements made by the Offeror in the Offer Document, including the abovementioned potential consequences, into due consideration when deciding on whether to accept the Offer as well as the further observations made below. In making these observations, the Board of Directors emphasises that it has no actual knowledge or expectations that the Offeror would seek to exploit its control over the Company following Completion in a manner adverse to minority Shareholders. Against this background, the description set out below is intended to make the Shareholders aware of certain fundamental principles of applicable Danish law.

While the Danish Companies Act offers the minority shareholders of a company certain protective rights, and while (i) the board of directors of the company is under Danish law obliged to safeguard the interests of the company and of all shareholders, (ii) the individual members of the board of directors being excluded from participating in any decision where such member has or represents a third party that has or may have a material interest in the decision that conflicts with those of the company,⁶ and (iii) neither the general meeting nor the board of directors are allowed to take or implement any decision that may grant a third party (including a shareholder) an undue advantage to the detriment of the company or any of its shareholders,⁷ there can be no assurance that such rights will give the minority shareholders adequate protection, and in any event, enforcement of such rights may be costly and time-consuming. Under general principles of Danish law, a shareholder does not owe any fiduciary or similar duties to the company or the other shareholders.

⁶ See section 131 of the Danish Companies Act.

⁷ See sections 108 and 127 of the Danish Companies Act.

9. INFORMATION ABOUT CERTAIN OWNERSHIP INTERESTS ETC.

9.1 Ownership Interests held by the Board of Directors and Executive Management

The Board of Directors and the Executive Management hold Shares in the Company as set out in [Appendix 1](#) (*Equity instruments held by the Board of Directors*) and [Appendix 2](#) (*Equity instruments held by the Executive Management*) to this Statement.

9.2 Equity instruments held by the Board of Directors and Executive Management

Certain members of the Board of Directors and the Executive Management hold warrants and PSUs in the Company. The number of warrants and PSUs (as relevant) held by the members of the Board of Directors is set out in [Appendix 1](#) (*Equity instruments held by the Board of Directors*) to this Statement and the number of Warrants and PSUs held by members of the Executive Management is set out in [Appendix 2](#) (*Equity instruments held by the Executive Management*) to this Statement.

Please refer to section 5 above for a summary of the consequences of the Offer on the Share-Based Incentive Programs, including warrants and PSUs held by the Board of Directors and the Executive Management.

9.3 Bonus Payments

No member of the Executive Management are entitled to any transaction bonuses.

10. MISCELLANEOUS

10.1 Applicable Law

This Statement is subject to and governed by Danish law.

10.2 Forward-Looking Statements

Certain matters addressed in this Statement may constitute forward-looking statements. Forward-looking statements are statements which are not historical facts and which are characterised by words such as "assesses", "believes", "expects", "assumes", "anticipates", "contemplates", "intends", "estimates", "will", "may", "continues to", "should" and similar expressions. In this Statement forward-looking statements are based on several assumptions, many of which are based on further assumptions. While the Company believes these assumptions to be reasonable at the time they are made, they are by their nature associated with significant known and unknown risks, uncertainties, unforeseen events, and other material matters which are difficult or impossible to predict or which are outside the Company's control. Such risks, uncertainties, unforeseen events, and other material matters may cause actual events to differ significantly from the expectations expressed or implied in relation to the forward-looking statements.

10.3 Addressees of the Statement

The Statement is addressed solely to those of the Shareholders to whom the Offer is made and who are, by the terms of the Offer Document, not excluded from accepting the Offer. Reference is made to section 1.1 above. No other person is entitled to rely on the Statement.

10.4 Advisers

Nilfisk, including the Board of Directors, is being advised by Guggenheim as its financial adviser, Krogerus as its international legal adviser, Kromann Reumert as its Danish legal adviser, and Geelmuyden Kiese as its communication adviser.

10.5 Disclaimers

Members of the Board of Directors are acting on behalf of the Company in their capacity as members of the Board of Directors in connection with the Offer and the making of this Statement and not in any personal capacity.

10.6 Sources of Information and References

The information in this Statement relating to the Offeror has been obtained from sources which are accessible to the public, including the Offer Document. The Statement also includes references to or quotations from the Offer Document. The Company and the Board of Directors accept no responsibility or liability whatsoever for: 1) the accuracy or completeness of such information or quotations, and 2) any failure by the Offeror to disclose information about events which may have occurred, or which may affect the meaning or accuracy of such information.

The Statement includes certain references to information, etc. which is available on the Company's website www.nilfisk.com. The content of the Company's website is not an integral part of this Statement and is not incorporated herein by reference.

The Statement includes certain references to the 2024 Annual Report and the 2025 Q3 Report. The 2024 Annual Report and the 2025 Q3 Report do not form part of this Statement, except for the specific content thereof included in this Statement.

The Offer Document is not an integral part of this Statement and is not incorporated herein by reference or otherwise form part of this Statement. The Company and the Board of Directors accept no responsibility for the correctness, completeness, or adequacy of the Offer Document, which is the sole responsibility of the Offeror.

The Company and the Board of Directors accept no liability for any statements or opinions expressed by anyone in relation to the Offer other than the statements and opinions expressed in this Statement.

Appendix 1: Equity instruments held by the Board of Directors

Name	Number of Shares	Number of Warrants	Number of PSUs
Göran Peter Nilsson	44,104	-	-
Are Dragesund	-	-	-
Ole Kristian Jødahl	2,082	-	-
Franck Falezan	-	-	-
Viveka Marianne Ekberg	9,500	-	-
Bengt Anders Lennart Thorsson	1,000	-	-
Gerner Raj Andersen	500	-	-
Marcus Faber Kappendrup	32	-	-
Wannie Kristina Trolle Hansen	238	-	2,376
Alexander Kjær Rasmussen	-	-	-

Appendix 2: Equity instruments held by the Executive Management

Name	Number of Shares	Number of Warrants	Number of PSUs
Jon Erik Ivar Sintorn	18,770	90,469	67,176
Carl Fredrik Wilhelm Bandhold	14,000	288,990	28,891