

§ 1 Scope of Application

- 1.1 Our Conditions of Sale shall apply exclusively; we will not recognise conditions of the Buyer that conflict with or deviate from our Conditions of Sale, unless we have explicitly agreed in writing to them being applicable. Our Conditions of Sale shall also apply if we carry out a delivery to the Buyer without any reservation, even if we are aware of conditions of the Buyer which conflict with or which deviate from our Conditions of Sale.
- 1.2 Our Conditions of Sale shall apply solely to purchase made in the ordinary course of a business transaction as defined section 4 of the Danish Sale of Goods Act on (in Danish: "Købeloven").
- 1.3 Our Conditions of Sale shall, in the relevant applicable version, be valid as a framework agreement also for all future business of the same type with the Buyer, without us having to refer to them again in every individual case. We will inform the Buyer of any alterations upon conclusion of the respective contract at the latest.

§ 2 Quotations - Prices - Conditions of Payment

- 2.1 Our quotations are subject to alteration and non-binding, as long as an explicit intention to create legal relations does not, by way of an exception, result from the quotation. Our prices are to be understood as excluding statutory value added tax (VAT) and for delivery from the respective plant ("ex works", Incoterms 2010) Jegindøvej 16, 8800 Viborg Denmark. We are entitled to increase the agreed price if, between the placing of the order and the delivery, the costs of raw material, energy, wages and salaries, freight, customs duties, fees etc. have increased and the delivery becomes more expensive as a result. We will inform the Buyer of an increase in price in advance. The Buyer may object to the increase in price within a period of seven (7) days following receipt of notification of the price increase. In the event that the Buyer objects, we may either withdraw from the contract or deliver the goods at the price originally agreed. We shall notify the Buyer of our decision without undue delay. If we withdraw from the contract, further claims on the part of the Buyer shall be excluded.
- 2.2 Unless otherwise stated in the order confirmation, the purchase price shall be due and payable without deduction immediately upon receipt of the invoice and delivery, or acceptance of the goods. We reserve the right, however, even within the scope of an ongoing business relationship, to carry out a delivery in whole or in part only upon advance payment at any time. We will make such reservation at the latest when confirming the order.
- 2.3 Payments shall be made by bank transfer. The day of payment shall be deemed the day on which we can dispose of the value of the money received. If the goods are collected, payment can also be made in cash. We will not recognise payment by cheque or bill of exchange as fulfilment of the payment obligation.
- 2.4 For payments using the SEPA direct debiting procedure, the Buyer must issue us with a SEPA company mandate. The direct debit will be collected ten (10) days after the invoice date. The term for pre-notification is reduced to one (1) day. The Buyer shall ensure that there are sufficient funds in the account. Costs ensuing from the direct debit not being honoured or being reversed shall be borne by the Buyer, as long as the non-honouring or reversal was not caused by us.
- 2.5 We may agree with the Buyer that he will open a documentary letter of credit through his bank (or a[nother] bank acceptable to us). In this case, the Buyer opens the letter of credit in accordance with the General Guidelines and Conventions for Documentary Letters of Credit, Revision 2007, ICC Publication No. 600 ("UCP 600").
- 2.6 The Buyer shall only have offsetting and retention rights if his counterclaims have been established as final and absolute by court judgment or if such counterclaims are undisputed.
- 2.7 Subsequent modifications of or additions to the order or significant order results will be set out in writing and confirmed by both parties. Expenses already made as well as deliveries and services already carried out shall be remunerated by the Buyer as agreed. Upon the Buyer's request,

we will carry out subsequent modifications if this is possible without any additional costs or delays. If the modification results in expenses which go beyond the expenses originally agreed upon and the remuneration originally agreed upon, we will notify the Buyer of the change in costs, remuneration and time periods within five (5) working days. If the buyer does not object to the change within another five (5) working days, or if a consensual agreement is not made in advance, the modification requested by the Buyer and the changes in costs, remuneration and time periods will be deemed as agreed upon.

§ 3 Delivery

- 3.1 Unless otherwise agreed with the Buyer, the costs for packing our products shall be borne by the Buyer. If requested by the Buyer, we will cover the delivery with a transportation insurance policy. Any costs resulting from this are to be borne by the Buyer.
- 3.2 Partial deliveries are permitted, if (a) the Buyer can use the partial delivery within the scope of the contractually intended purpose, (b) delivery of the remainder of the goods ordered is ensured and (c) no significant extra expense or additional costs result (unless we express our willingness to bear these).
- 3.3 Delivery items from correctly executed deliveries may only be returned by the Buyer if we approve the return. In this case, the Buyer must bear the costs of the return.
- 3.4 Force majeure, official requirements and other circumstances for which we are not responsible, in particular disruptions to transport and operations, industrial action, shortage of material, fire damage, war or states of emergency shall release us from our delivery and performance obligation for the duration of their impact. We have the right to withdraw from the contract if, for the reasons stated above, it is no longer reasonable to expect us to fulfil the requirements of the contract. An unreasonable situation does not exist if it can be foreseen that the impediment to performance caused by the reasons quoted above is only of a temporary nature. In these cases, any claims of the Buyer for damages against us shall be excluded.
- 3.5.1 In the case of impossibility of or delay to performance our liability for damages is limited to the direct damage suffered by the Buyer due to such impossibility of or delay to performance and shall not exceed a total of 5% of the purchase price. We shall not in any event be liable for indirect or consequential loss or damages such as but not limited to loss of production, interruption of operations, the costs of a potential product recall, loss of anticipated profits or other financial losses. Further claims of the Buyer due to the impossibility of performance are excluded. The Buyer's right to withdraw from the contract remains unaffected.
- 3.5.2 The limitations of liability in § 3.5 shall not apply in the event where impossibility of or delay to performance is due to intent or gross negligence on our part, or if we have provided a delivery guarantee.

§ 4 Reservation of Self-Supply

We do not assume the procurement risk. If, despite us having concluded an appropriate procurement contract, we do not receive the delivery item or we do not receive it in complete form with regard to essential components of the delivery item, we have the right to withdraw from the contract with the Buyer. We shall inform the Buyer without undue delay about the non-availability of the delivery item, or about the fact that the delivery item is not available on time, and if we wish to withdraw from the contract, we shall exercise our right to withdraw without undue delay. In the event of withdrawal, we shall reimburse consideration already given by the Buyer without undue delay. Further claims of the Buyer due to our withdrawal are excluded.

§ 5 Default of Payment and Consequences of Default

- 5.1 If the Buyer is in default of payment, he is obliged to pay interest in accordance with the Danish Interest Act (in Danish: "Renteloven"). All claims for damages and other rights available to us according to applicable law shall remain unaffected including but not limited to our right to withdraw from the contract.
- 5.2 As long as the Buyer is in default of payment, we shall not be obliged to make further deliveries, regardless of which legal basis our delivery obligation is attributable to.
- 5.3 If there is a significant deterioration in the financial circumstances of the Buyer, in particular if an application is made to start insolvency proceedings, we may demand advance payment in cash or another form of security for deliveries still outstanding.
- 5.4 Should instalments and/or part payments have been agreed between the Buyer and us, the following shall also apply: if the Buyer falls behind by more than three (3) days with the payment of an instalment and/or a part payment, partially or completely, then the balance still outstanding will become due immediately and in full.
- 5.5 The Buyer is obligated to accept the delivery. If the Buyer is in default of acceptance on the due date, he must still pay the purchase price. In these cases we will place the delivery item in storage, beginning three (3) days following the notification of readiness for shipping, at the risk and cost of the Buyer.
- 5.6 If a security has been provided by a bank or another third party for the payment of the purchase price and the delivery of the delivery item cannot be made owing to circumstances outside of our control, we are additionally entitled to demand the total remaining purchase price still outstanding from the bank or another third party in return for submitting proof that the delivery item has been placed in storage. Such storage shall be at the cost and risk of the Buyer. The date on which we place the delivery item in storage shall be regarded as the delivery date. All delivery documents and other documents which we need to pass on in order to receive the payment from a bank or from another third party must be passed to us without undue delay by the issuer of these documents.

§ 6 Retention of Title

- 6.1 Subject to the limitations that follow from mandatory law we retain the title to the delivery item until the purchase price including all cost and expenses and other claims against the Buyer resulting from the business relationship are paid in full.
- 6.2 In the event that the Buyer behaves in a way that is in breach of the contract, in particular if he is in default of payment, we are entitled to withdraw from the contract with immediate effect. After such withdrawal from the contract, we have the right to demand that the delivery item will be returned to us, to sell it elsewhere or to otherwise dispose of it.
- 6.3 In the event that the delivery item is resold by the Buyer in order to be applied in or mixed with other products the delivery item will be excluded from our retention of title, when such application has been carried out.
- 6.4 If the Buyer uses the delivery item, our retention of title to the delivery item shall include the converted or processed product to an extent corresponding to the value which the delivery item represented at the time of the sale.

§ 7 Liability for Defects

- 7.1 The Buyer's claims for defects presuppose that he has properly carried out his obligations of inspection and complaint in accordance with Articles 38, 39 of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 7.2 Weights, measurements, performance details, output figures and other information stated in sales brochures, advertisements and comparable documents are only to be regarded as a guide. The same applies to samples which have been presented or provided. We do not assume any warranty for special items.
- 7.3 If the delivery item is defective and we are responsible for this, then we shall be entitled to choose between either supplementary performance in the form of removal of defects or the supply of a new item free of defects. In the event of removal of defects, we undertake to bear the costs for all expenditures required for the purposes of removal of defects, in particular transport, travel, labour and material costs, insofar as these do not increase as a result of the fact that the delivery item has been transported to a place other than the place of performance.
- 7.4 If supplementary performance fails, which at the earliest can be assumed to be the case after the second attempt at improvement or supplementary performance, then the Buyer is entitled to choose either to withdraw from the contract or to request a reduction in price. Unless otherwise specified in § 7.5 further claims on the part of the Buyer – irrespective of the legal grounds – are excluded. We shall therefore not be liable for damage that has not occurred to the delivery item itself; in particular, we shall not be liable for loss of production, interruption of operations, the costs of a potential product recall, loss of profits or other financial losses suffered by the Buyer.
- 7.5 The limitations of our liability set out in §7.4 shall not apply in the event of intent or gross negligence.

§ 8 Product liability

- 8.1 We shall be liable for product liability in the event of damage to persons or property in accordance with the Danish Act on Product Liability (*in Danish: "Produktansvarsloven"*) and any other mandatory product liability law applicable from time to time. However, we exclude any product liability due to loss or damage to property which by its nature normally is intended for commercial use. Further, we do not accept liability beyond what is required by prevailing statutory legislation. Liability based on product liability not subject to legislation but which builds on Danish case law has consequently been excluded.

§ 9 Limitation of Claims and Exclusion of Further Liability

- 9.1 Claims of the Buyer against us – irrespective of the legal basis – shall expire at the end of one (1) year after they arise. However, the foregoing shall not apply (a) in the event of intent or fraudulent concealment of a defect or if we have provided a guarantee, (b) in the case of a grossly negligent violation of our obligations or (c) in the event a longer period follows from applicable statutory laws that cannot be deviated from to the detriment of the Buyer or another third party (in Danish: *ufragvelig lovgivning*).
- 9.2 Any additional liability for damages other than that provided for in the preceding provisions of these Conditions of Sale and Delivery is excluded, irrespective of the legal nature of the claim asserted.
- 9.3 Insofar as liability for damages is excluded or limited vis-à-vis ourselves, this shall also apply in respect of the personal liability for damages of our staff and employees, employee representatives and vicarious agents.

§ 10 Miscellaneous, Place of Jurisdiction, Applicable Law

- 10.1 The Buyer is not permitted to transfer any guarantee and warranty rights, licences or other rights granted to him within the context of the contractual relationship with us, unless we agreed to the transfer in writing.
- 10.2 The exclusive place of jurisdictions for both parties shall in the first instance be the city court of Viborg, Denmark. We have the right to take legal action at the court competent for the Buyer, as well, or at any other court which may be competent in accordance with national or international law.
- 10.3 The laws of the Kingdom of Denmark shall apply, including the UN Convention on Contracts for the International Sale of Goods, and to the exclusion of the reference norms of Danish Private International Law.