



Terms of sale and delivery

Attachment No. 1

1. General

1.0 The present terms of sale and delivery shall apply to any agreement in which Mouldpro ApS (hereinafter referred to as "Mouldpro") and the Mouldpro distributor (hereinafter referred to as the "Buyer").

1.1 Amendments to or modifications of these terms shall only be valid if they have been agreed in writing in a separate document, approved and signed by both Mouldpro and the buyer. The document shall be appended to these terms.

1.2 Placement of orders includes acceptance of these terms and conditions unless otherwise expressly approved in writing by Mouldpro.

1.3 By accepting an order, the Seller agrees that its own conditions (if any) shall not apply to its contract with Mouldpro.

2. Storage of personal data (GDPR)

2.0 Due to the nature of the business (sales and export), request for offers or placement of orders automatically provide Mouldpro employees the following contact information: full name, address, email address and IP address, and, thereby, considered as acceptance of access to personnel data (GDPR).

3. Prices and payment terms and conditions

3.0 All sales are made based on the price stated on the offer provided by Mouldpro.

3.1 In the event of increases in exchange rates between the date of quote and delivery entailing additional costs for Mouldpro at the time of delivery, Mouldpro shall be entitled to increase the purchase price accordingly. In this respect, the official exchange rate of "Danmarks Nationalbank" shall be applied.

3.2 Packaging for packing the various products shall be included in the purchase price agreed. However, the cost of shipping card boxes, pallets and frames shall be invoiced



separate as will returns (RMA) and repacking which will be done at the Sellers cost (please be referred to Mouldpro “Claims and Returns” policy).

3.3 The purchase price shall be fixed exclusive VAT, customs duties and any other tax or duty payable for the goods in Denmark or abroad. Such taxes and duties shall appear as separate items on the invoice.

3.4 Payment shall be made not later than the due date stated on the invoice.

3.5 In the event of late payment, Mouldpro shall be entitled to charge default interest at the interest rate set out in the purchase agreement. Unless otherwise stipulated by the purchase agreement, default interest shall amount to 1.2% of the invoice amount per commenced month.

3.6 If the buyer fails to make payment punctually, Mouldpro may withhold any subsequent delivery to the buyer until all outstanding amounts have been paid. Costs connected with the withholding and storing of goods, etc. shall be added to the outstanding amount with a minimum of 15% of the invoice amount.

Please be referred to Appendix A for overview of specific costs.

4. Delivery

4.1 The delivery method will be determined by Mouldpro, unless otherwise specifically agreed.

4.2 In the event that the buyer fails to determine a method of dispatch in due time, no later than 2 working days after agreed dispatch date, Mouldpro shall arrange for adequate transportation at the expense of the buyer.

5. Delay

5.1 Mouldpro shall not be liable for delays as a consequence of **force majeure**, including but not limited to strikes, lock-outs, war, mobilization, seizure, currency restrictions, transport obstacles, including obstacles caused by ice, restrictions on motive power, fire, export or import restrictions, short or late delivery from suppliers or other causes outside Mouldpro control. In these events, punctual delivery shall be postponed until the expiry of the event but not more than three (3) months, after which both parties shall be entitled to cancel the agreement without this being considered as breach.

5.2 In the event of a delay, the buyer shall make a complaint without undue delay. The buyer may only subsequently cancel the purchase if Mouldpro fails to deliver within 30 days after the final delivery date stated on the order confirmation (not estimated delivery date). Final confirmation of delivery date will be informed buyer no later than 5 working days after order confirmation.



5.3 Where no delivery date is hereon stated, the goods shall be delivered and services completed within a reasonable time.

6. Cancellation and returns

6.1 Returns that are not compliant with Mouldpro “Claims and Returns” policy will not be accepted.

6.2 Cancellation of orders containing stock items can be made throughout the order process. Orders for items that are purchased from an external supplier can be cancelled and credited against a handling fee of 15% of the item price and **provided** they can be returned to the supplier (ref. clause 8 “Claims and Returns”). Orders for items that are customized purchases from external providers cannot be cancelled, returned or credited.

6.3 In case Mouldpro’s contract with its supplier/manufacturer is cancelled, terminated or delayed by any cause whatsoever outside its control, Mouldpro shall be entitled at its entire discretion to either cancel an order or to suspend delivery and completion of the goods and services hereby ordered or any part thereof, until its purchaser is ready to proceed.

6.4 A delivery note shall accompany all goods delivered hereunder and shall quote the order number hereon.

6.5 Custom manufactured items are not accepted for return in any cases.

6.6 Handling fees and shipment costs will be added to the invoice. Please be referred to Appendix A for overview of specific costs.

7. Defects

7.1 Defects that have been or should have been discovered as part of the buyers’ duty to inspect shall be covered by the provisions of Clause 8.

7.2 In respect of other defects in the goods delivered which are discovered within 12 months of delivery date, the buyer shall make a complaint without undue delay, as the right to rely on remedies of breach will otherwise lapse. Mouldpro shall not be liable for defects discovered later than 12 months after delivery.

7.3 Where a complaint is made, based on the filled “Return Form”, it is Mouldpro ApS’ discretion to determine the cause of the defect and to determine whether the defect entitles to a replacement, to remedy the effect so as to bring the product into a condition required by the agreement or whether the defect is caused by misuse and/or wrongly use by the end user.



7.4 In the event that delivery of goods in replacement or remedy fails to make good the defect, the buyer shall be entitled to demand a proportionate reduction in the total purchase price based on the value of the defective item(s) of the delivery.

7.5 The buyer shall only be entitled to cancel the agreement and/or claim compensation if the defect has occurred as a consequence of fraud or gross negligence on the part of Mouldpro ApS, and any compensation shall not exceed the amount paid for the delivery.

7.6 Where Mouldpro processes a product supplied by the buyer, Mouldpro shall only be liable to pay compensation corresponding to the amount the buyer has to pay for the processing.

7.7 Mouldpro shall not be liable for defects occurred as a consequence of general wear and tear, wrong or unusual use, excess stain, lack of maintenance and attempt to make repairs, adjustments and changes not performed by Mouldpro or without written consent of Mouldpro.

7.8 Similarly, Mouldpro shall not be liable for defects if their cause can be traced to the technical drawings, instructions, appendixes and other material produced by the buyer in connection with or as a consequence of the buyers placing of orders. If Mouldpro has assisted the buyer in preparing calculations for the correctness of the calculations, as the buyer is responsible for producing precise work descriptions and drawings. Mouldpro shall under no circumstances be liable for ensuring that the operational capabilities of the product delivered suit the buyer's purpose.

Please be referred to Mouldpro "Claims and Returns" procedure for further details.

8. Claims and returns

8.0 It is solely at Mouldpro's discretion to determine eligibility for claims and returns and the options available to the Mouldpro distributor.

8.1 All claims and returns are handled on a case-by-case basis and require approval from Mouldpro prior to any form of return, replacement or crediting of purchased items.

8.2 The byer shall be liable to fulfill all requirements stated in the "Claims and Return" policy, hereunder to provide official documentation (claims, pictures, etc.) to Mouldpro within the required timeframe.

8.3 Based on the Mouldpro "Claims and Return" policy, Mouldpro will, at its sole option, provide one of the following four (4) remedies to whatever extent it shall deem necessary to satisfy a proper claim under the warranty:

- a) **Elect to repair or facilitate the repair of any defective parts** within a reasonable



period of time, free of any charge for the necessary parts and labor to complete the repair and restore this product to its proper operating condition. Mouldpro will also pay the shipping costs necessary to return this product once the repair is complete.

- b) **Replace this product** with a direct replacement or with a similar product deemed by Mouldpro to perform substantially the same function as the original product.
- c) **Issue a refund** of the original purchase price less depreciation to be determined based on the age of the product at the time remedy is sought under this limited warranty.
- d) **Reject claim** due to lack of correct usage or maintenance of product.

Please be referred to Mouldpro “Claims and Returns” procedure for further details.

Mouldpro reserves the right to refuse claims due to i.e. order errors, price errors, lack of payment, customized orders. The above is not exhaustive.

9. Warranty

9.1 The warranty on Mouldpro items is one (1) year from date of delivery to the original purchaser (certified Mouldpro distributors). All claims must be made within this time frame and will only be taken into account if in compliant with the requirements stipulated in Mouldpro “Claims and Returns” policy.

9.2 The warranty covers defects in materials and workmanship in this product.

9.3 This limited warranty does not cover any damage, deterioration or malfunction resulting from any alteration, modification, improper or unreasonable use or maintenance, misuse, abuse, accident, neglect, exposure to excess moisture, fire, improper packing and shipping or damaged packages (such claims must be presented to the carrier), lightning, power surges, or other acts of nature.

9.4 The warranty does not cover any damage, deterioration or malfunction resulting from the installation or removal of this product from any installation, any unauthorized tampering with this product, any repairs attempted by anyone unauthorized by Mouldpro to make such repairs, or any other cause which does not relate directly to a defect in materials and/or workmanship of this product.

9.5 The warranty does not cover cartons, equipment enclosures, cables or accessories used in conjunction with this product. Without limiting any other exclusion herein, Mouldpro does not warrant that the product covered hereby, including, but without limitation, the technology and/or integrated circuit(s) included in the product will not become obsolete or that such items are or will remain compatible with any other product



or technology with which the product may be used.

9.6 If a product is returned to Mouldpro or the authorized dealer from which it was purchased or any other party authorized to repair Mouldpro products, this product must be insured during shipment, with the insurance and shipping charges prepaid by you.

9.7 If this product is returned uninsured, you assume all risks of loss or damage during shipment.

9.8 Mouldpro will not be responsible for any costs related to the removal or reinstallation of this product from or into any installation. Mouldpro will not be responsible for any costs related to any setting up this product, any adjustment of user controls or any programming required for a specific installation of this product.

For certified Mouldpro distributors, the warranty is transferable to end users.

10. Duty of inspection

10.1 Upon delivery, the buyer shall immediately and without undue delay make ordinary inspections of the products delivered and check whether the quantities are correct and check for defects.

10.2 In the event that the inspection uncovers defects in the products delivered, the buyer must take immediate action. Please be referred to Mouldpro "Claims and Returns" procedure for further details.

10.3 Damage caused during transportation must be reported to the shipper immediately upon receipt of the shipment. If the shipment has been booked by Mouldpro, Mouldpro will only accept a claim provided documentation of report to shipper can be presented.

If the shipment has been booked by the buyer or on behalf of the buyer by a buyer chosen shipper, it is at the buyers cost and responsibility to make a claim to the shipper.

11. Cancellation

Without prejudice to any other rights it may have, Mouldpro shall be entitled to terminate a contract or an order placed by the buyer forthwith in the event:

11.1 of breach or non observance of these terms and conditions by the Buyer;

11.3 that the Buyer shall become bankrupt or insolvent or enter liquidation or have a receiving order made against him/her or make any composition with his creditors.

12. Carriage and Storage

Mouldpro shall not be liable for carriage charges unless:



12.1 Otherwise agreed between the Buyer and Mouldpro;

12.2 Special transport facilities are requested by Mouldpro;

12.3 Mouldpro shall not be liable for any storage charge whatsoever, neither at Mouldpro storage nor external storage.

13. Tests

If the Buyer requires any goods or machinery to be tested before or after dispatch, arrangements may be made for Mouldpro to carry out the testing at the Sellers expense based on an hourly fee, if possible. The appropriate Danish Standard will apply unless otherwise agreed.

14. Indemnity

The Buyer will indemnify Mouldpro against the following:

14.1 Loss or damage, or injury whatsoever and whenever arising suffered by Mouldpro or for which Mouldpro may come liable to third parties as a result of defective workmanship or quality of the goods and services hereby ordered.

14.2 Consequential loss or damage suffered by Mouldpro or for which Mouldpro may become liable as a result of the failure of the Buyer to supply and complete the goods and services hereby ordered in accordance with the terms hereof.

14.3 Any loss or damage arising from infringement or alleged infringement of letters patent, copyright, registered designs or other proprietary rights by use or sale of the goods and services hereby ordered. Where goods are supplied to Mouldpro's specification or design this indemnity shall apply only to the extent that the infringement or alleged infringement arises from the manufacture of the goods by the Buyer.

15. Title

15.1 Notwithstanding Mouldpro's right of rejection title to goods hereby ordered shall pass to Mouldpro on delivery whether or not payment for the goods have been made by Mouldpro. By accepting and performing this order the Buyer expressly waives any equitable or beneficial right to the proceeds of the sale of the goods supplied whether unaltered, altered or incorporated into other goods.

15.2 Any specifications, drawings, plans, layouts or designs supplied by Mouldpro with reference to this order shall remain Mouldpro's property.

15.3 Work performed on material supplied by the company.



15.4 Mouldpro will guarantee that any material supplied for manufacture by the Buyer will meet, in all respects, the specifications of the operation for which it is required, provided that such specifications are disclosed to Mouldpro.

15.5 Mouldpro shall be under no liability to the Buyer for any loss, injury or damage to persons or property howsoever caused.

15.6 The Buyer shall be liable for any defective work carried out on the material. The material remains the property of Mouldpro throughout.

16. Drawings and specifications

Drawings, specifications and other information supplied by Mouldpro are:

16.1 Confidential;

16.2 Must not be discussed with or disclosed to any other party;

16.3 Must be returned upon completion of work.

16.4 Approximate only and shall not, unless otherwise stated, be deemed to form part of the contract.

17. Force Majeure

Mouldpro shall be under no liability if it is prevented from or delayed or hindered in performing any of its obligations hereunder be reason of war, civil disturbance, riot, labor dispute, fire, accident, explosion, flood, plant breakdown or any cause beyond its control.

18. Assignment

The Buyer shall not without Mouldpro's written consent assign or transfer this contract in whole or in part.

19. Headings

The headings of these terms and conditions shall not affect the construction thereof.

20. Law

The contract and the terms and conditions for the supply of the goods hereby ordered shall be interpreted and governed by Danish Law, which is hereby declared the proper law of the contract and the parties hereby submit to the jurisdiction of the High Court of Justice in Denmark.



Appendix A
OVERVIEW OF COSTS
 MOULDPRO ApS

Reason for return	Handling fee	Shipment costs to Mouldpro	Shipment costs from Mouldpro	Liability
Approved return for repair	0%	Mouldpro distributor	Mouldpro	Mouldpro
Approved refund	0%	Mouldpro distributor	N/A	Mouldpro distributor
Approved return of wrongful order	15% of product price	Mouldpro distributor	N/A	Mouldpro distributor
Approved change in goods	15% of product price	Mouldpro distributor	Mouldpro distributor	Mouldpro distributor
Withholding and storage of goods	1% per week of invoice amount	N/A	Mouldpro distributor	Mouldpro distributor
Repacking of returned goods	15% of product price	Mouldpro distributor	Mouldpro distributor	Mouldpro distributor



Change log

Date	Change	Version