

**GENERAL TERMS OF
SALE AND DELIVERY
OF
MOULDPRO ApS**

§ 1

Basis of agreement

- 1.1 The present terms of sale and delivery shall apply to any agreement in which Mouldpro ApS is the seller/supplier.
- 1.2 Amendments to or modifications of these terms shall be valid only if they have been agreed in writing in a separate document, approved and signed by both Mouldpro ApS and the buyer. The document shall be appended to these terms.
- 1.3 Offers given by Mouldpro ApS shall be valid until the expiry of the time limit laid down by the specific offer. In the event that no time limit is provided, the offer shall be valid for 30 days from the date of the offer. The offer is made subject to the raw materials intended for the offer being unsold.

§ 2

Price and terms of payment

- 2.1 All sales shall be made at the price on the date of the offer made by Mouldpro ApS subject to increases in exchange rates as stated below.
- 2.2 In the event of increases in exchange rates between the time of the making of the offer and delivery entailing additional costs for Mouldpro ApS in connection with the delivery, Mouldpro ApS shall be entitled to increase the purchase price accordingly. In this respect, the official exchange rate of Danmarks Nationalbank shall be applied.
- 2.3 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 separately invoiced.
- 2.4 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.
- 2.5 Payment shall be made no later than the due date stated on the invoice.
- 2.6 In the event of late payment, Mouldpro ApS 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% per commenced month.
- 2.7 If the buyer fails to make payment punctually, Mouldpro ApS 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 amounts.
- 2.8 The buyer shall under no circumstances be entitled to set off.

§ 3
Delivery and transport

- 3.1 Delivery shall be ex works so that the risk for the goods passes to the buyer when the goods are dispatched from Mouldpro ApS.
- 3.2 The method of dispatch shall be determined by the buyer, and the dispatch shall be made at the buyer's expense.
- 3.3 In the event that the buyer fails to determine a method of dispatch at the time of transport Mouldpro ApS shall arrange for ordinary safe transport at the expense of the buyer.

§ 4
Delay

- 4.1 Mouldpro ApS shall not be liable for delays as a consequence of force majeure, including but not limited to strikes, lock-outs, war, mobilisation, 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 ApS's control. In these events, punctual delivery shall be postponed until the expiry of the event but not more than three months, after which both parties shall be entitled to cancel the agreement without this being considered as breach.
- 4.2 In the event of delay, the buyer shall make a complaint without undue delay. The buyer may only subsequently cancel the purchase if Mouldpro ApS fails to deliver at least 30 days from a written demand to this effect from the buyer.
- 4.3 The buyer is under no circumstances entitled to compensation for delays.

§ 5
Defects

- 5.1 Defects that have been or should have been discovered as part of the buyer's duty inspect shall be covered by the provisions of clause 6.
- 5.2 In respect of other defects in the goods delivered discovered within 12 months of delivery, the buyer shall make a complaint without undue delay, as the right to rely on remedies of breach will otherwise lapse. Mouldpro ApS shall not be liable for defects discovered after 12 months.
- 5.3 Where a complaint is made of such defects, Mouldpro ApS shall at its own discretion either deliver goods in replacement or remedy the defect so as to bring the product into a condition required by the agreement.
- 5.4 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.
- 5.5 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.
- 5.6 Where Mouldpro ApS processes a product supplied by the buyer, Mouldpro ApS shall only be liable to pay compensation corresponding to the amount the buyer has to pay for the processing.

- 5.7 Mouldpro ApS 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 ApS or without the written consent of Mouldpro ApS.
- 5.8 Similarly, Mouldpro ApS 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 ApS 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 ApS shall under no circumstances be liable for ensuring that the operational capabilities of the product delivered suit the buyer's purpose.

§ 6 Duty of inspection

- 6.1 Upon delivery, the buyer shall without undue delay make ordinary inspections of the products delivered and check whether the quantities are correct and check for defects.
- 6.2 In the event that this inspection uncovers defects in the products delivered, the buyer shall make a complaint to Mouldpro ApS without undue delay. The complaint shall be written on the consignment note or another transport document and shall be confirmed in writing to Mouldpro ApS.
- 6.3 In the event that the buyer fails to make a complaint without undue delay, the right to make a claim as a consequence of the defect shall be lost.
- 6.4 Subsequently, the buyer shall launch investigations to check the products delivered so that any other defects are reported not later than 30 days after delivery.
- 6.5 In the event that such defects are proven, the buyer shall make a complaint without undue delay as the buyer will otherwise lose the right to make claims in relation to these defects.
- 6.6 Defects that should have been discovered in connection with the buyer's duty to inspect may not be notified after the expiry of the above deadlines.

§ 7 Return

- 7.1 Manufactured goods are not accepted for return.

§ 8
Liability

- 8.1 Mouldpro ApS's liability in respect of defects, delay or any other basis shall be limited to compensation for the items which Mouldpro ApS has or should have delivered, cf. Clauses 4 and 5 above. Mouldpro ApS shall not incur any liability for any kind of consequential damage, including but not limited to liability for costs of reinstallation or reassembly for indirect losses such as operating losses, lost earnings, etc.
- 8.2 However, Mouldpro ApS, shall incur product liability for products delivered to the extent that it is prescribed by mandatory statutory provisions in the Danish act on product liability.
- 8.3 Both parties shall without undue delay inform the other party if any third party makes a claim under the Danish act on product liability.

§ 9
Anticipated breach

- 9.1 Bankruptcy proceedings, suspension of payments, moratorium, voluntary composition or compulsory composition scheme in relation to the buyer shall be considered as material breach, and Mouldpro ApS shall in such cases be entitled to cancel the agreement and claim compensation.

§ 10
Intellectual property rights

- 10.1 Mouldpro ApS reserves the right to pass on any drawings and technical specifications from the buyer to sub-contractors to the extent that this is necessary to make delivery.
In general, all technical material will be treated confidentially and in accordance with the legislation on intellectual property rights.

§ 11
Governing law

- 11.1 All issues and disputes arising in connection with the purchase agreement shall be resolved according to Danish rules of law.

§ 12
Legal venue

- 12.1 The Maritime and Commercial Court of Copenhagen shall be the legal venue in the event of disputes that cannot be resolved amicably.