

Manomatic ApS

## **SALES- AND DELIVERYTERMS**

### **1. GENERAL**

1.1. The following sales- and deliveryterms apply to all agreements, concluded between Manomatic ApS – hereinafter referred to as Seller – and Buyer. Sales- and deliveryterms shall apply to the extent, that they are not altered by written contract between Seller and Buyer.

1.2. Any Buyer's purchase conditions is not binding on the Seller.

1.3. Seller's indication of price, amount, quality and dimensions in price lists, brochures, catalogs etc are approximate and only binding to the extent the contract between Seller and Buyer explicitly referred to them.

1.4. All drawings and other technical documents or the like, as before or after award of the contract left from Seller to Buyer belongs to Seller. Received drawings or technical documents or the like, cannot without consent from Seller be used other than for what purpose stated at. Buyer is not entitled without consent from Seller to copy or otherwise allowing the materiel to reproduce. The responsibility for violation of copyright, patents, trademarks, patterns and the like lies only with Buyer.

1.5. Buyer is obligated to keep secret about all technical or commercial information about Seller, which has come to Buyer knowledge prior to, during or after award of the contract.

### **2. QUOTATIONS AND ORDER CONFIRMATIONS**

2.1. Seller's quotation is based on at the time the offer is delivering prevailing prices for raw materials, consumables, wages and freight, insurances, duties and exchange rates etc.

2.2. Seller reserves the right to change the specified prices in the quotations and/or order confirmations, if there until delivery occurs changes in exchange rates, duties, charges or transportation costs.

2.3. All quotations provided by Seller can be modified or revoked, until Seller forwarded a written order confirmation to Buyer.

2.4. Any quotation is only valid 30 days from the date of the quotation. Agreement is concluded, when Seller has submitted a written order confirmation based on the order received.

2.5. Verbal agreed changes relative to quotation/order confirmation must be confirmed in writing by Seller to be valid.

2.6. Deliveries includes only those expressly mentioned parts and/or services in quotation/order confirmation.

### **3. DELIVERY**

3.1. It is a prerequisite for Seller to be able to deliver timely that all information, which may be necessary for execution of the order at the time of the order, including all necessary drawings and information etc in due time has come to Seller's knowledge.

3.2. The delivery is considered delivered the day, where it is absorbed under the provision of section 3.4.

3.3. Buyer bears the risk of possible machines, plants and other moveable property, which is a part of Seller's delivery, from the time where the machine or plant etc. is delivered to the Buyer.

3.4. Buyer should be considered to have taken the delivery, as soon as the acquisition tests, in accordance with the provisions of section 4, is carried out or should be considered carried out, or – if it is agreed in writing, that the acquisition tests should not be held – when information about the delivery is ready for takeover is given by Seller to Buyer.

3.5. If Buyer takes the delivery in use before delivery is made in accordance with the provisions of section 3.4., delivery is then considered made and the delivery is accepted by Buyer as contractual from commissioning.

3.6. Delivery time is informed by Seller subject to war, fire, strike, lockout, transport obstacles or other force majeure, including delay from subcontractors.

3.7. If those terms, mentioned in section 3.6., occurs, the delivery time will be similar extended, without it to be seen as a breach of contract. Seller's obligation for delivery lapse however, if not Seller within reasonable time has the ability to deliver.

3.8. If Seller must perform tasks at Buyer, is Buyer obligated to prepare the work place, so that seller can perform the tasks with integrity and without troublesome conditions. Otherwise the deliverytime will be similar extended, without it to be seen as a breach of contract. Seller's obligation for delivery lapse however, if not Seller within reasonable time has the ability to deliver.

3.9. Seller is not responsible for delay or non-delivery, which is caused by those, in section 3.6. and section 3.8 mentioned terms or otherwise causes, which is out of Seller's control.

3.10. No compensation is paid, in case of delay from Seller, regarding Buyer's indirect losses, including compensation for consequential loss, timetables, lost profit or other costs due to delayed delivery. This shall not apply if Seller has been guilty of gross negligence.

3.11. The delivery may be suspended by Seller, as long as Buyer fails to fulfill any obligations to Seller, whether the breach concerns this delivery or another.

3.12. If the delivery is delayed because of Buyer's conditions, is Buyer obligated to pay at the agreed payment time, like Buyer is obligated to hold Seller's storage costs at Seller's settlement and the prices fixed by Seller for storage. In case of delayed delivery because of Buyer's conditions, Seller is entitled to liquidate damages from the day, where Seller should have made the delivery and until the time, where Buyer fulfills his obligations. Liquidated damages represents 0,5 % of the contract sum (calculated exclusive of VAT and duties) for each whole week of delay. Liquidated damages cannot exceed 7,5 % of the contract sum (calculated exclusive of VAT and duties).

#### **4. TESTING AND ASSEMBLY ETC..**

4.1. If Seller is committed to programming, testing or mounting the tools, machines, plants etc. or parts thereof, it is assumed that all necessary installations, including electrical parts, are performed according to existing regulations.

4.2. Buyer is responsible to Seller, that those tasks, mentioned in section 4.1., can be carried out under conditions, which is in accordance with applicable laws and regulations regarding work environment on the location, where the work is to be carried out (the workplace). Buyer must also provide Seller with information about the security regulations, which applies for personnel at the workplace.

4.3. When Seller's work, in accordance to section 4.1., is completed, there must be held a acquisition test, unless otherwise agreed in writing, to decide whether the delivery is in accordance with the agreement between parties.

4.4. The technical requirements for implementation of the acquisition test must be as specified in the contract.

4.5. The acquisition test must be carried out chaired by Seller and must be supervised by representatives of both parties. Buyer must, without any costs for Seller, provide power, materials and appliances etc. and the necessary labor available, which may be necessary for implementation of the acquisition test.

4.6. The result of the acquisition test must be approved by Seller and Buyer.

4.7. Seller is entitled to make adjustments and remedying of defects at the delivery, identified by first acquisition test accordance to section 4.3., in a period of 1 month after the first acquisition test has been performed.

4.8. Buyer cannot claim breach of contract in case of delay, if the delivery is brought in contractual condition in the section 4.7. mentioned period.

4.9. If Seller is to be carrying out the testing of Buyer's tools, plants, machines or parts thereof, is Seller not responsible for any damage to Buyer's property or injury, which may occur thereunder. Buyer shall indemnify Seller to the extent which Seller is held liable to third part.

## 5. PROPERTY

5.1. The delivery shall remain property of Seller, until the entire purchase price is paid including interest and possible costs.

## 6. PAYMENT TERMS

6.1. Seller's payment terms are listed in the quotation or order confirmation.

6.2. The invoice is considered as a default notice in accordance to the Interest Act. If Buyer does not pay in time in accordance to the contract, Seller is entitled to, from the due date, charge default interest of 1 % per current month of the amount due.

6.3. Payment can under no circumstances be postponed, nor because of delay, assembly, poor services or for any other reason.

6.4. Buyer is unauthorized to bring Seller's claim to an end by offsetting.

## 7. DEFICIENCIES AND COMPLAINTS

7.1. Buyer must, upon receipt of the delivery, immediately submit this thorough investigation to make sure, that the delivered is flawless and in accordance with the order confirmation. If Buyer refrains from taking this, Buyer cannot subsequently claim defects, which such an investigation should have been discovered.

7.2. Complaints regarding defects, which is or should have been found by the above-mentioned examination, must be submitted immediately and the *within 8 days* after Buyer has received the delivery.

7.3. Seller's liability for defects includes only defects, which is lodged a written complaint about within 12 month from delivery, or, if Seller is conducting the testing/assembly, from the time of the approved

acquisition test, in accordance to section 4.6, provided that the deficiency is demonstrably due to errors committed by Seller.

7.4. Buyer must provide written notice regarding a defect to Seller without undue delay after the defect has been found. The notice must contain a description of how the defect manifests itself. If there is reason to believe that the defect can cause damage such notice must be given immediately.

7.5. If Buyer does not, by written notice, inform Seller regarding defects within the, in sections 7.2-7.4 mentioned, deadlines, Buyer loses his right to make any claim regarding the defect.

7.6. In case of timely and justified complaint Seller assumes without delay to make redelivery or remedy the defect choice. Seller will be responsible for the costs thereof.

7.7. If any dismantling and assembly interferes with other than the delivery, then Buyer will be responsible for labor and costs thereof.

7.8. Any shipment in connection with redelivery, repair or replacement on the occasion of timely and justified complaint regarding defects must be Seller's expense and risk. Buyer must follow Seller's instruction on shipping way.

7.9. Defective parts, which are replaced in connection with redelivery, repair or replacements, must, by Buyer, be made available to Seller and remains Seller's property.

7.10. For part of delivery, which has been repaired or replaced by Seller, Seller assumes the same obligations, which applies to the original delivery for a period of 12 months. For the other parts of the delivery, the period, mentioned in section 7.3., is extended only for the time, which the delivery could not be used due to defects, which Buyer, in accordance to section 7.4 has delivered timely and justified complaint to Seller.

7.11. Regards of section 7.6 and section 7.10 Seller's liability for defects does not apply to any part of the delivery beyond 2 years after the original delivery date.

7.12. If Seller has not, within reasonable time, fulfilled his obligation in accordance to section 7.6 Buyer must, by written notice, provide Seller a last deadline for compliance. If the obligations are not fulfilled within the deadline, Buyer may, at his choice, have carried out the repairs, which is necessary and/or have made new parts at Seller's expense and risk, provided that he does so in a reasonable manner, or demand a reduction, to a maximum of 15 % of contract sum (calculated exclusive of VAT and duties). If the defect is substantial, Buyer may instead terminate the contract by written notice to Seller and claim compensation for damage suffered. The compensation can never exceed 15 % of contract sum (calculated exclusive of VAT and duties).

7.13. Seller assumes no responsibility for errors and defects, which directly or indirectly resulting from repair work, without Seller's intervention performed by a third party, like warranty automatically lapses, if the third party or Buyer himself makes the repair regarding the delivery.

7.14. Seller's remedy does not include usual wear and tear, caused by Buyer/users incorrect or defective, careless or inappropriate treatment.

7.15. Seller is not responsible for defects caused by plants, machines, materials, drawings, specifications or other information, which are provided by Buyer or of structures that are prescribed or specified by Buyer.

7.16. Seller is nor responsible for appropriateness, accuracy or precision of Buyer's changes in drawings or structures.

7.17. Seller is, under no circumstances, obligated to compensate for losses, timetables, lost profit or other similar indirect losses caused by defects.

7.18. In case of, that Buyer and Seller cannot reach an agreement on whether there is deficient supplies, each of the parties are entitled to request the Technology Institute to appoint an independent surveyor, in order to carry out a survey and estimate. The parties agree that the result of the completed surveys and estimates can subsequently be used during a trial.

## **8. PRODUCT LIABILITY**

8.1. Seller is responsible for product liability in accordance with current Danish law.

8.2. Seller is only responsible for injury and damage, if it is proven that the injury/damage is caused by errors or negligence committed by Seller or others, who Seller is responsible for.

8.3. Seller's compensation for any product liability can never exceed the value of the delivery, which the defective product included, and cannot exceed DKK 10.000.000,00 included interest and costs.

8.4. Seller's responsibility only extends direct damage, and thus no loss of earnings, losses or other indirect losses.

8.5. To the extent that Seller incurs product liability against a third party, Buyer is obligated to indemnify Seller to the same extent, as Seller's liability is limited by the above sections.

8.6. If the third party makes a claim against one of the parties regarding product liability in accordance to those provisions, the relevant party must immediately notify in writing the other party.

8.7. Buyer and Seller are mutually obligated to be summoned to the court, which examines claims, raised against one of the parties on the basis of damage, be claimed as caused by the delivery.

8.8. In the extent that Buyer, or to whoever Buyer reassigns the delivery, has taken out insurance, Seller's responsibility is limited to cover only to the extent that insurance is not sufficient.

## **9. APPLICABLE LAW AND JURISDICTION**

9.1. Disputes regarding these sales and delivery terms and deliveries from Seller are determined by Seller's jurisdiction and under Danish law.