

TERMS OF SALE AND DELIVERY

FOR ENGISO ApS
Skolegade 85
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CVR no 36976608

1 DEFINITIONS

- 1.1 Hereinafter ENGISO ApS is referred to as the “Seller” and the other party is referred to as the “Buyer”, individually they are referred to as a “Party” and collectively as the “Parties”.

2 BASIS FOR THE AGREEMENT

- 2.1 The conditions below shall be considered the Seller’s ordinary terms of sale and delivery and shall apply whenever the Seller agrees with a Buyer on a sale, including the issuing of offers and acceptance of an order.
- 2.2 Unless otherwise agreed explicitly and in writing by the Parties, the Buyer’s purchasing terms printed on orders or otherwise stated towards the Seller shall not form part of the basis for the agreement.

3 PRICES

- 3.1 The offer issued by the Seller shall be based only on prices for raw materials, purchased equipment, labour costs, foreign exchange rates and interest rates, freight, insurance, public duties, etc., at the time when the offer is issued.
- 3.2 The Seller shall at any time be entitled to regulate the offer forwarded according to item 3.1 in case of price increases for the factors mentioned in item 3.1.
- 3.3 Unless explicitly stated in the Seller’s offer, the Seller’s offer shall not include the costs of installation, other types of mounting, transport costs, etc.
- 3.4 The Seller’s offer shall be exclusive of public duties, such as VAT, customs duties, taxes, etc.

4 OFFER AND ORDER CONFIRMATION

- 4.1 Unless otherwise stated in the offer, all offers from the Seller shall apply for ten weekdays from the date of the offer.
- 4.2 If the Seller’s order confirmation deviates from the Buyer’s order in the form of additions, limitations or reservations, and the Buyer does not want to accept such changes, the Buyer shall inform the Seller accordingly within two weekdays. If not, the Seller’s order confirmation shall apply.

5 PAYMENT

- 5.1 The Buyer shall be obliged to pay to the Seller the agreed purchase amount no later than eight weekdays after receipt of the Seller’s order confirmation.
- 5.2 If the Buyer does not pay the agreed purchase amount, the Seller shall be entitled to withhold and discontinue all services towards the Buyer.
- 5.3 The Seller shall be entitled to default interest from the due date corresponding to 2 % per month or fraction thereof, just as the Seller shall be entitled to charge a reminder fee of DKK 100.
- 5.4 If the Buyer has not within eight weekdays paid the amount due, the Seller shall be entitled to cancel the agreement and in addition to default interest to claim compensation from the Buyer for any loss

which the Seller may suffer. Such compensation shall at least correspond to the agreed purchase amount for the entire delivery.

6 TERMS OF DELIVERY

- 6.1 Unless otherwise agreed in writing between the Parties, delivery shall be according to INCOTERMS 2010 "Ex Works".
- 6.2 The time of delivery shall be the time agreed between the Parties. If the Parties have not agreed on a time of delivery, the Seller shall be entitled to deliver as soon as it is possible for the Seller, and consequently the Buyer shall in that case not be entitled to claim a delay.
- 6.2.1 The time of delivery has been fixed subject to strike, lockout, fire, import and export ban, delay or defects in deliveries from sub-suppliers, other failure to deliver on the part of sub-suppliers or similar difficulties.
- 6.3 If the Seller cannot deliver the products as agreed between the Parties, the Seller shall inform the Buyer accordingly as soon as possible.
- 6.4 If the Seller does not deliver the agreed product as agreed between the Parties no later than 14 days after the agreed deadline for delivery for reasons for which the Buyer is not responsible, the Buyer shall be entitled to cancel the order affected by the delay.

7 LIABILITY FOR DEFECTS

- 7.1 The Seller undertakes to remedy defects which are due to defects in manufacturing or defects in the product if it can be proved that the defect can be referred to the Seller. The Seller may remedy such defect by repair at the Seller's address or by delivering new equipment at the Seller's option. The Buyer shall have no other remedies for breach.
- 7.2 The product can only be returned according to prior agreement with the Seller.
- 7.3 Apart from warranties made, the Seller's liability shall only include defects which appear within one year from the date on which the product was delivered. If the product is used more intensively than foreseen in the agreement between the Parties, such period shall be reduced proportionally.
- 7.4 If a defect is to be claimed towards the Seller, the Buyer shall complain in writing to the Seller, just as the Seller shall only be liable for the defect if the complaint is made without undue delay after the occurrence of the defect.
- 7.5 Parts replaced or repaired as stated in item 7.1, shall be covered by a new liability period of one year.
- 7.6 Regardless of item 7.5, the Seller's liability for defects shall not exceed two years for any part of the equipment, regardless of the date of delivery.
- 7.7 Remedying through repair according to item 7.1 shall be carried out by the Seller, and the Buyer shall therefore carry out demounting and remounting at his own expense, just as the Buyer shall cover all costs of freight and transport in connection with the repair.
- 7.8 For remedying through delivery of new equipment according to item 7.1 the Buyer shall cover all costs of demounting and remounting, just as the Buyer shall be obliged to cover all costs of returning the defective product to the Seller.

- 7.9 If demounting and remounting leads to interference with, damage to equipment belonging to the Buyer or a third party, etc., all costs and work in this connection shall be covered by the Buyer only. With reference to the damage caused by such interference, the Seller shall be entitled to refuse to demount or remount and this shall not increase the liability of the Seller.
- 7.10 The Seller's liability for defects shall not include defects caused by equipment obtained by the Buyer or a third party, the Buyer's incorrect use of the product, or the Buyer's use of the product in other conditions than those assumed in the agreement.
- 7.11 Defects which have occurred after transfer of the risk to the Buyer, including defects caused by lack of maintenance or lack of proper maintenance, incorrect mounting, the use of unoriginal parts, repairs carried out by the Buyer, etc., shall be irrelevant to the Seller, unless the Seller has given his prior consent to the activities of the Buyer.
- 7.12 If the Buyer complains about a defect and it turns out during the repair that there is no defect for which the Seller is liable, the Seller shall be entitled to compensation for the work and the costs incurred by the Seller through such complaint.

8 LIMITATION TO LIABILITY

- 8.1 The Seller shall not be liable for lost profit, operating loss or other indirect losses which occur as a consequence of delay or defects in the product, just as claims for compensation towards the Seller shall never exceed the invoice amount for the equipment sold.
- 8.2 The Seller shall not be liable for claims made against the Buyer by a third party which relates to the Buyer's use of the products in violation of third party rights.

9 THE BUYER'S DEFAULT

- 9.1 If the Buyer fails to make due payments, cf. item 5, or otherwise ignores the stipulations in the present agreement, the Seller shall be entitled to cancel the order in question in its entirety and to claim compensation for any related loss.
- 9.2 The customer shall only be entitled to set off an amount against the purchase amount with the Seller's prior written consent.

10 PACKAGING

- 10.1 Packaging shall be carried out at the Seller's expense.
- 10.2 Packaging material shall be disposed of at the Buyer's expense and shall not be returned to the Seller.

11 MOUNTING

- 11.1 The Seller shall not mount the product and consequently all costs and risk in connection with the mounting of the product shall be covered by the Buyer.

12 PRODUCT LIABILITY

- 12.1 The Seller shall only be liable for injury to the extent that this is a consequence of mandatory stipulations according to Danish law.
- 12.2 The Seller shall not be liable for damage to real property and personal property belonging to the Buyer or third parties or for damage which occurs while the product is in the Buyer's possession.
- 12.3 The Seller shall in no case be liable for consequential damage, liquidated damages, daily penalties, operating loss, time loss, lost profits, or any other indirect loss.
- 12.4 If product liability towards a third party is imposed on the Seller, the Buyer shall be obliged to indemnify the Seller to the same extent as the Seller's liability is limited according to the present agreement.
- 12.5 If a third party makes a claim for compensation because of product liability, the Buyer shall immediately inform the Seller accordingly.

13 PRODUCT INFORMATION

- 13.1 To the extent that product information appears, for example from price-lists, marketing material, information about distributors, etc., such information shall only be binding to the extent that the purchase agreement between the Parties refers explicitly to such information.
- 13.2 All documents, drawings, descriptions, technical information, etc., regarding the Seller's products which are handed over from the Seller to the Buyer - regardless whether this happens before or after delivery of the Seller's products - shall belong to the Seller.
- 13.3 Materials as mentioned in item 13.2 shall not without the prior written consent of the Seller:
- Be used for any other purpose than that foreseen by the agreement between the Parties
 - Be handed over to a third party
 - Be copied or reproduced
- 13.4 No later than when the products are delivered, the Seller shall hand over to the Buyer materials, including technical documents, etc., which are sufficient to enable the Buyer to mount, commission and maintain the Seller's service as assumed in the agreement between the Parties.

14 RETENTION OF TITLE

- 14.1 The Seller shall retain title to the Seller's products until the purchase amount agreed has been paid by the Buyer. The Buyer shall therefore not be entitled to dispose of the products until payment has been made.
- 14.2 If despite the above the Buyer disposes of the products, the Seller shall with the court's assistance be entitled to demand that the product shall be returned without any demand for security, regardless of the Buyer's possible counterclaim.

15 FORCE MAJEURE

- 15.1 War, labour disputes, seizure, riots and unrest, foreign exchange restrictions, natural disasters, violent weather, etc., shall lead to exemption from liability if they prevent the fulfilment of the agreement, parts thereof, or if they make fulfilment unreasonably onerous.

15.2 A Party who wants to claim force majeure shall do so without undue delay and inform the other Party of its start and end.

15.3 Either Party shall be entitled to cancel the agreement between the Parties if fulfilment of the agreement is prevented for more than 60 days because of force majeure. If an agreement is cancelled for such reason, the Parties shall have no claim against each other.

16 WRITING

16.1 The present agreement can only be deviated from with explicit acceptance of such deviation in writing by both Parties.

17 DISPUTES

17.1 Any dispute which may occur because of the present agreement and anything related thereto shall be settled according to Danish law with the Court in Esbjerg as the venue.