

# DYFA A/S Terms and conditions for sales and delivery

## 1. Requirements for written communication.

The general terms and conditions for sales and delivery hereunder shall apply, unless the parties have not specifically dispensed with them in writing.

## 2. Buyer's order.

DYFA A/S (hereinafter called "DYFA") acceptance of the buyer's order is expressly conditional upon the buyer's acceptance of these general rules and conditions applicable to the sales agreement, to the exclusion of any additional or other terms or conditions printed on the buyer's order form or elsewhere. The buyer's failure to immediately complain in writing about the validity of these terms and conditions shall constitute the buyer's acceptance to these general terms and conditions. Similarly, the buyer's receipt of goods ordered shall constitute acceptance of these general terms and conditions.

## 3. Currency and price regulations.

All prices are in Danish krone and exclude VAT and all other charges. Unless otherwise expressly stated, DYFA's quotation is valid for thirty days (30) from the date of the quotation. Where delivery occurs successively over an extended period, DYFA is entitled to pass on any increases in material prices and production costs, including labour costs and charges, to the buyer.

## 4. Change of delivery time and cancellation.

Any request to change the delivery time or cancel an order requires DYFA's written approval. DYFA reserves the right to charge a fee for receipt of request to change the delivery time, so that DYFA may recoup any losses or lost earnings resulting from the change. Upon cancellation of an order, DYFA reserves the right to apply charges to recover any loss of earnings to include all direct and indirect costs relating to the order.

## 5. Delivery.

Unless otherwise specifically agreed in writing, delivery is Ex Works in accordance with INCOTERMS 2010. DYFA shall be entitled to undertake partial delivery, unless the buyer's order has expressly requested complete delivery.

## 6. Ownership and risk transfer.

The buyer assumes responsibility for risk of loss or damage upon transfer to the carrier pursuant to the rules for "EXW" in INCOTERMS 2010. Ownership of all delivered goods etc. remains DYFA's until the total purchase price has been paid. To the extent that DYFA shall produce tools to enable delivery of the buyer's ordered goods, DYFA retains ownership rights, including all intellectual property rights, to such tools. DYFA reserves the right to charge the buyer a reasonable share of costs associated with the development of tools and similar, without the buyer thereby attaining any right hereto.

## 7. DYFA's obligation to deliver.

Upon the agreed delivery day, DYFA shall transfer the sold items to the carrier in accordance with INCOTERMS 2010 "EXW". Upon ascertaining that the due delivery time cannot be met, DYFA shall immediately notify the buyer of the delay and when the delivery can be expected. If delivery is affected by one of the mentioned circumstances under item 8 or by other acts or omissions which are beyond DYFA's control, the delivery time is extended to the extent that under the circumstances is deemed reasonable. This provision applies regardless of whether the cause of the delay occurs before or after expiration of the delivery time. Cancellation of an order by the buyer due to a delay by DYFA is contingent on the delivery date being passed and the submission of written notice by the buyer thereafter within a minimum of 10 (ten) working days (calculated from the date for DYFA's receipt of notification) and that the delivery, notwithstanding the aforementioned notice, does not occur within the 10-day deadline. Even though the buyer for any reason is unable to take possession of the goods purchased on the agreed delivery date, the buyer is obliged to pay for the purchases on the due date, as if the delivery had occurred.

Conversely, DYFA shall ensure that the purchases are stored at the buyer's risk and expense. If the buyer has not taken possession of the purchases within 30 days after the agreed delivery date, DYFA is entitled to issue a further 8 days written notice to the buyer. If the buyer still has not taken possession of the purchases thereafter, DYFA is entitled to resell the purchased goods, while the buyer remains obligated to pay the full purchase price, including any costs incurred from DYFA's storage of the purchases etc.

## 8. Exemption from liability (force majeure).

The following circumstances shall be exempt from liability, if they prevent or delay fulfilment of the agreement or render fulfilment unreasonably burdensome.

Labour conflicts and any other circumstances that are beyond the parties' control, including damage to the production equipment at DYFA, fire, water or storm damage, other natural disasters, war, war-like conditions, mobilisation, terrorism, unforeseen military call-up, confiscation, currency restrictions, insurrection or riot, lack of transport, general shortages, driving restrictions, shortages or delays in deliveries from sub-suppliers, strikes (including among its own employees) etc.

## 9. Payment terms.

Unless otherwise agreed in writing, orders shall be paid in full upon ordering before work on the order can commence.

If payment is not made as stated, DYFA is entitled to charge interest on the outstanding balance equivalent to 2% for each month or part of a month.

Any payment made by the buyer on account shall be first applied to paying off interest due and thereafter the outstanding debt.

## 10. Liability for defects.

The buyer is obliged to examine the delivered goods without undue delay after delivery. If the buyer discovers defects or omissions in the delivered items, the buyer must immediately inform DYFA of this in writing. If the buyer fails to inform DYFA of a defect or omission in time, the buyer forfeits the right to make a claim in respect of the defect or omission.

DYFA undertakes to rectify all defects, which in relation to the agreement are caused by structural, material or manufacturing defects, by executing repairs or replacement/subsequent delivery.

DYFA is not responsible for defects or omissions, which are wholly or partly caused by more intensive or significantly different use of the supplied goods than agreed upon or reasonably assumed upon entering the agreement. If one of the ascertained defects claimed by the buyer can be re-dressed, or if replacement or subsequent delivery can occur within a reasonable time, the buyer is obliged to accept such redress without the right to compensation for damages or the right to cancel the agreement. Redress occurring within 14 (fourteen) working days from DYFA's receipt of the complaint always constitutes redress within a reasonable time.

If the buyer claims for defects which prove not to be defects to which DYFA is liable, then DYFA is entitled to payment for the work and the costs, the claim and/or corrective measures have imposed on DYFA. 2

DYFA is not liable for defects attributable to materials provided by the buyer, or defects arising from constructions or materials that are prescribed or specified by the buyer. Accordingly, liability only applies to those defects that have arisen under the working conditions presupposed in the agreement and the proper application of the DYFA delivered product.

For example, the liability does not include defects which are attributable to poor maintenance, improper or incorrect use of the product or modifications made without the written consent of DYFA.

Finally, DYFA is not liable for chemical reactions or damage, which might result from exposure or contact with sharp hard objects or chemical fluids or detergents, to which DYFA supplied products may be exposed after delivery.

## 11. Deadline for claims.

In all cases, DYFA's liability for defects is contingent upon the buyer issuing written notice of non-conformity for the defects within 2 years of the delivery date, however for products included in the Sale of Goods Act section 54(2) within the herein specified deadlines, since notice of non-conformity shall be issued no later than 1 year after the delivery date.

## 12. Liability for the injurious behaviour of the product (product liability).

DYFA is only liable for personal injury if it is proven that the damage is due to defect or omission by DYFA or others, who DYFA are responsible for.

DYFA is not liable for damage to personal property that occurs when the buyer has taken possession of the delivered goods or at a later stage. DYFA is also not liable for damage to products manufactured by the buyer or for products which incorporate DYFA delivered products.

To the extent DYFA may incur liability to third parties, the buyer is obligated to hold DYFA indemnified to the same extent as DYFA's liability is limited to the above stated provisions. However, these limitations do not apply, if DYFA has demonstrated gross negligence.

If a third party issues a claim against either party for liability in damages under these stated provisions pertaining to product liability, the party to whom the claim is issued shall immediately notify the other party of this in writing.

The buyer is obliged to comply with a summons to appear in the court or arbitral tribunal that processes compensation claims issued against DYFA on the basis of conditions relating to the goods delivered by DYFA to the buyer.

## 13. Indirect loss.

DYFA can never be held liable for the buyer's or others indirect loss, to include loss of profits, loss of production, loss resulting from the cancellation, breach or similar of an agreement with a third party.

## 14. Transfer of rights.

The buyer is not entitled to transfer their rights and/or obligations under these general terms and conditions without prior written consent from DYFA. DYFA may freely transfer its rights and obligations to the buyer to a third party provided DYFA guarantees fulfilment of the agreement.

## 15. Governing law and jurisdiction.

Any dispute arising from the agreement between the two parties will be settled in accordance with the rules of Danish Law, including in particular the Sale of Goods Act and the explicit exclusion of the rules in the United Nations Convention on Contracts for the Sale of Goods (CISG). All disputes, regardless of who is the plaintiff and who is the defendant, and irrespective of the size of sum or value of the subject matter, shall be solely determined by Svendborg District Court in the first instance.