



## Danbridge Electronics ApS - Sales and delivery terms

### 1. Applicable Terms and Conditions

All offers, sales and deliveries made by Danbridge A/S to the other party to this agreement named below ("the Purchaser") (together "the Parties") of Products (which shall mean any product listed in an offer or a sale- or delivery notice from Danbridge A/S) are subject to the terms and conditions of sale and delivery set out herein ("the Agreement") unless otherwise agreed in writing by the Parties. For the avoidance of doubt, the terms and conditions of the Agreement cannot be varied or excluded by the Purchaser providing Danbridge A/S with other terms and conditions, even if Danbridge A/S does not object.

### 2. Offers

An offer is valid for 30 days from the date of the offer ("the offer Period"). Delivery times quoted are subject to revision by Danbridge A/S in the event that the Products are sold to another purchaser during the Offer Period.

### 3. Product Information

Unless otherwise specifically agreed in writing, all technical information, specifications, product information, catalogues, brochures, instructions and related data and information concerning the functionality, usage and other technical details regarding the Products are merely approximate and for guidance only. Danbridge A/S reserves a right to make alterations to the specifications agreed between the Parties without prior notice, as long as this can happen without detriment to the Purchaser. All product information and material, including but not limited to drawings, plans and specifications, provided by Danbridge A/S at any time and whether or not any offer, sale or delivery agreement is previously or subsequently entered into concerning such products, remain the property of Danbridge A/S and may not be copied, published or made available to other parties without Danbridge A/S written agreement.

### 4. Delivery

Delivery of the Products takes place ex Danbridge A/S' works. Any forwarding of the Products is made for the account and at the risk of the Purchaser. Danbridge A/S determines the mode of forwarding the Products and at Danbridge A/S' discretion the Products are either forwarded in one complete consignment or as several separate part consignments. In the event of any delay of more than 60 days in Danbridge A/S delivering the Products, the Purchaser may rescind the agreement concerning the sale and delivery of such Products and such rescission shall constitute the Purchaser's sole remedy in such event. Products received by the Purchaser may only be returned subject to prior agreement between the Parties.

### 5. Price and Payment

Unless another currency is specified in the written order confirmation, all prices are quoted in Euro an exclusive of Value Added Tax and any other government tax and duty. Unless other terms and conditions regarding payment have been agreed between the Parties the purchase price falls due for payment net cash 30 days from the date of the invoice. If payment is not received on the due date the Purchaser becomes liable to pay interest at the rate of 2% per commenced month of any amount then due from the date of the invoice and until payment in full is made.

### 6. Retention of Ownership

Danbridge A/S retains ownership of the Products until payment has been made in full of the purchase price and any interest and other costs, which may have accrued. Until ownership passes to the Purchaser, the Purchaser may not dispose of or deal with the Products in any manner, which brings into jeopardy or is contrary to Danbridge A/S' ownership rights.

### 7. Defective Products and Remedies

Danbridge A/S warrants that the delivered Products are free from defects in material and workmanship for a period of one year from the date of delivery. This warranty ceases to apply in the event that the Purchaser carries out repairs or alterations to the Products without Danbridge A/S' prior written agreement. The Purchaser is obliged to examine the Products immediately upon receipt of the Products with a view to establishing whether the Products are defective or faulty or whether any part of any consignment is missing and in any such event any claim must be made to Danbridge A/S within 8 days following receipt of the Products. After such period the Purchaser has no right to make a claim in respect of such Products. Danbridge A/S shall have no liability for any indirect loss caused by an established defect or fault in or part- or nondelivery of the Products, including but not limited to loss of production, profits and time which such defect, fault or part- or non-delivery may have caused the Purchaser. Transportation of the defective product to and from the address of the repair shop is for the account of the Purchaser.

### 8. Limitation of Liability - Product Liability

Danbridge A/S shall only be liable for personal injury caused by the Products following delivery if it can be proved that the injury was due to an error or omission caused by Danbridge A/S or a third party for whom Danbridge A/S was responsible. Danbridge A/S shall not be liable for damage to real or personal property, which occurs while the Products are in the Purchaser's possession. Danbridge A/S shall not be liable for damage to products produced by the Purchaser or to other products where these form part of the components. Moreover, Danbridge A/S liability for damage to real and personal property shall be subject to the limitations applicable to Danbridge A/S' liability in relation to personal injury. In the event and to the extent that product liability is imposed on Danbridge A/S in relation to any third party, the Purchaser shall hold Danbridge A/S harmless to the same extent as Danbridge A/S' liability is limited. Such limitations to Danbridge A/S' liability do not apply where Danbridge A/S is found guilty of gross negligence. If a third party presents a claim for damages against any of the Parties regarding liability as mentioned above, the Party to whom such claim is made must immediately inform the other party of such claim. Danbridge A/S shall under no circumstance be liable for any indirect loss, including but not limited to loss of production, profits and time.

### 9. Force Majeure

In the event of an Act of God or in any other situation where Danbridge A/S has no influence, including but not limited to strike, lock-out, breakdown in production, fire damage, failing supply of raw materials or components, government precautions, war and unrest, lack of means of transport, abnormal rise in the cost of raw materials or components and interruption of production, Danbridge A/S shall be entitled to delay delivery and dispatch of all or part of the consignments of the Products. If Danbridge A/S wishes to invoke this provision, Danbridge A/S must without undue delay bring this to the attention of the Purchaser. Either of the Parties shall be entitled to cancel an agreement for the sale and delivery of Products when fulfilment of the same is inhibited for more than three months due to any of the above reasons.

### 10. Disputes and Jurisdiction

Any disputes arising under or relating to the Agreement, including the sale and delivery of any Products, shall be subject to Danish law and Sø- og Handelsretten in Copenhagen shall have jurisdiction to adjudicate. Where the general criteria for adjudication by Sø- og Handelsretten in Copenhagen are not fulfilled, Københavns Byret in Copenhagen shall have jurisdiction to adjudicate. The Parties can agree to subject a dispute to arbitration.