

## General terms and conditions

### 1 General

Unless otherwise is agreed in writing, these General Terms and Conditions (the Conditions) for the sale and delivery for Sinoscan A/S, Bugattivej 5M, 7100 Vejle ("Seller") apply for deliveries to Buyer. Buyer's general conditions of purchase, even if they are a component of Buyer's sales documents, including acceptance, will not be considered. This applies irrespective of method used to present them.

### 2 Price Quotes

A written quote from Seller which does not state a deadline for acceptance, lapses if consistent acceptance is not delivered to Seller within 30 days from the quoting date. Seller's offered quotes are subject to prior sale.

Quotes include only the services specified herein. Quotes are based on known project data at the date of quotation and information obtained at a later point may lead to price changes.

Design/prototype adaptations/modifications is billed at an hourly rate.

Agreement on changes in or additions to the original agreement will not be binding until written confirmation from Seller is obtained.

Collateral for the full amount may at any time be required – i.e. in the form of bank guarantee– before production commences.

### 3 Prices

All prices are in DKK or Euros excl. VAT, freight, duties, taxes and other charges. If prices for the offered or agreed delivery increased by more than 5% as a result of changes in purchase prices, commodity prices, exchange rates, freight, customs duties, taxes, fees, etc., Seller is entitled to change the prices offered to and/or agreed with Buyer by the equivalent percentage, including the entire increase amount. The foregoing applies regardless of whether the delivery is covered by a price list used by Seller. For deliveries covered by one of the lists used by Seller, the price is generally determined on the basis of the price list in effect at the time of delivery.

### 4 Payment

Payment must be made within 8 days of the invoice date. Unless otherwise is agreed in writing between the parties, Seller is entitled to charge 50% of the tool cost when the drawings of the tool have been developed, and 50% when the tool is approved by Seller. Items produced are invoiced upon delivery to Buyer. If Buyer does not wish to order a production billed hourly and according to invoice, all costs associated with the development and customisation of the tool, including the prototype.

If Seller approves a change or cancellation of an order after production is started, Buyer is obliged to pay the amendment or cancellation charges, including the payment of tools, part finished tools and disposal related costs. On full or partial cancellation Buyer is also obliged to pay 25% of the total order price.

Part deliveries are paid per delivery. Unless otherwise is agreed in advance, Buyer shall give Seller reasonable notice for the production of next part delivery, including a reasonable deadline for the purchase of raw materials, production, administration time and shipping.

For inventory production the total supplies should be ordered for delivery within 3 months at the latest. After 3 months, Seller is entitled to invoice Buyer for the balance and dispose of the remaining stocks at Buyer's expense.

In case of late payment, the penalty interest is 2% per commenced month from the due date. Payment by offsetting can not take place if the counter claim is in dispute. Failure to comply with Seller's terms of payment shall be deemed a considerable breach, entitling Seller to suspend further deliveries and to reclaim any amount, due or not yet due, paid immediately.

## **5 Product information, preparation and changes**

All work is performed according to Buyer's design material description and work drawings. Seller assumes no responsibility for drawing, design, planning or construction errors and/or defects associated with use of the produced items.

Seller performs the services ordered in a professional and professional manner, but does not guarantee that the service will lead to a particular outcome for Buyer or may be used by Buyer for a specific need.

The service is carried out according to the information in Buyer's order and any other information received from Buyer regarding the services ordered. Seller assumes no responsibility for errors or deficiencies in service due to the content of information received from Buyer.

Seller assumes no liability to the customer, beyond what is stated above and mandatory legislation. Seller can therefore under no circumstance be liable for incidental or consequential damage.

Drawings, specifications and the like, which is supplied by Buyer before or after the agreement, remain property of Buyer's, however, any know-how, technical processes and production processes for the preparation and production of Buyer's topics belong to Seller. Seller shall furthermore be entitled to use any ideas or know-how arising from the production of Buyer's topics for other customers.

Buyer is obliged to approve in writing the tools and prototype before production can commence, and to approve in writing the test series before the main order is initiated.

Buyer is responsible for the items produced by Seller's applicability to Buyer's needs and that the produced items comply with all applicable rules and guidelines for their use. Buyer is also responsible for ensuring that the produced items do not violate third party rights, including intellectual property rights.

In the event that Buyer has delivered elements for use in Seller's production, for use as part of the service, Buyer is obliged to take out insurance for its own products and equipment and ensure that Seller is co-insured on the policy.

## **6 Delivery and shipping**

Delivery is DDP - Delivered Duty Paid. All deliveries carried out by Seller itself, is subject to reasonable availability of the place of unloading. Buyer is responsible for immediate unloading and any wait time is at Buyer's expense.

Seller is, irrespective of the above, not responsible for any items that are damaged or lost in warehouse transit.

## **7 Delivery time**

Delivery time is determined by Seller at its discretion, in accordance with the conditions that existed when the offer was made and/or when the agreement was made. Buyer must expect that the transportation time from the notification of completion of the production will be at least 4-5 weeks. Unless otherwise is agreed in writing, a postponement of the delivery time by 25 days is seen as a timely delivery, in every respect, and for this reason Buyer cannot make any claims against Seller. Seller shall without undue delay inform Buyer of changes in delivery time.

If there is a written binding agreement and sanctioned delivery date, Seller may, in the event of delays, incur a daily penalty of 0.5% of the purchase price for the delayed part of the delivery, with a maximum total of up to 5% of the purchase price for the delayed delivery. Buyer shall have no other remedies than the penalty in force in connection with the delay.

## **8 Defects and claims**

Upon delivery Buyer shall immediately, and within 8 days from receipt of goods, perform a proper examination of the goods. If Buyer wants to claim a defect, Buyer should inform Seller accordingly immediately after defects are discovered, indicating the nature of the defect. If Buyer has or should have discovered the defect and Buyer does not complain as stated, Buyer can not claim the defect at a later stage.

Defects or missing deliveries of less than 2% of an entire shipment are not considered valid claim defects that justify remedies.

At the choice of Seller, defects in the goods sold will be repaired, redelivered or the purchase price of the goods sold will proportionally - to the level of defects - be credited to Buyer.

Buyer is required to return defective products for account and risk of Seller. To the extent that there is a defect that validates a claim and Seller chooses to repair or replace the item, Seller is responsible for the costs of sending back the repaired or replaced item to Buyer's address, if any. Repairs or replacements must be done within a reasonable time frame.

If Buyer has not issued a claim to Seller within 12 months after the date of delivery, Buyer cannot enforce at a later stage.

Changes or alterations in the sold without Seller's consent relieves Seller of any liability or obligation.

There is not any warranty on purchased goods or services provided.

Seller's liability is limited to defects which appear under the agreed working conditions and the proper delivery. Seller's liability for defects caused by material provided by Buyer, of structures prescribed/specified by Buyer, the erroneously performed preparatory work by Buyer, and circumstances occurring after the acquisition, including defects due to Buyer's inadequate maintenance, changes in delivery made by Buyer without Seller's written consent, faulty repairs performed by Buyer and normal wear and tear.

## **9 Reservation of ownership**

Seller reserves, within juridical limitations, the ownership of the goods sold until the entire purchase price and the costs of delivery of the object, shipping and insurance incurred by Seller on Buyer's behalf, are paid by or guaranteed by Buyer, and until this is done, Buyer is not entitled to resell the goods sold or otherwise dispose of the product in a way which is contrary to Seller's reservation of ownership.

By conversion or processing of sold object, however without the object losing its character or

identity, the reservation of ownership is maintained so as to include the converted down or processed object for the value it represented without conversion or processing. Once Buyer has paid or provided the agreed guarantee for all amounts due, and the ownership of the object sold has passed to Buyer, Seller should confirm this at the request of Buyer.

## **10 Limitation of Liability**

For claims relating to Seller's performance or failure to perform its contractual obligations, Buyer is entitled to compensation for direct losses, with the following restrictions:

Seller's liability is limited to direct damage/loss, and is - for whatever reason and regardless of its nature - limited to DKK 500,000 per damage per year.

Consequential damages, i.e. damage to different topics, but with the same cause of damage, is considered one incident of damage and Seller's liability is limited to a total of DKK 500,000 per year. Seller is not responsible for damages, costs or losses of any kind, including damage to Buyer's or any third party's objects or persons (including sickness and death) that occurs because of Buyer's or third party's use or resale of products, all products are delivered according to Buyer's specification and validation of tools and test series.

Seller shall not be responsible if the produced items in any way infringe any third party's rights, including intellectual property rights.

Seller shall under no circumstances be liable to Buyer for lost profits, lost savings or other incidental or consequential damages caused by the use of the goods sold or inability to use this, whether Seller has been informed of the possibilities of such claims or not.

Seller assumes no liability to other parties (including third parties), who takes advantage of or use materials and products supplied by Seller or gains access to these.

Buyer agrees to indemnify Seller of any liabilities, losses, expenses or other costs incurred by Seller in connection with claims of such other parties, including loss, damage or deficiency claims by third parties, claims of infringement of intellectual property rights, as well as claims against Seller as a result of Buyer's breach of the Agreement.

## **11 Force majeure**

Seller shall not be liable to Buyer for losses resulting from circumstances of an unusual nature and which prevent, obstruct or increase the cost of performance of the contract if these occur after the offer was made and are beyond Seller's control, including: Labour disputes (strikes and lockouts, both internal and external), fire, war, riot, civil disturbances, weather and natural disasters, currency restrictions, public seizure, import or export bans, interruption of normal communications, including energy, significant price and/or tax increases, currency fluctuations, production and supply difficulties caused by circumstances that can not be blamed on Seller, shipwreck, damage and occurrence of force majeure and/or hardship at relevant subcontractors.

## **12 Product Liability**

a) Seller is jointly liable and/or Seller is liable for the product in accordance with Danish law on product liability, and Seller will not be liable on any other basis. Seller's liability is limited to a total of DKK 10,000,000 for all product damage and/or product liability per calendar year.

Consequential damages, i.e. damage to different topics, but with the same cause of damage, is considered one incident of damage and Seller's liability is limited to a total of DKK 10m for all

product damage and/or product liability per calendar year.

b) Product liability regarding process treatment and/or processing of Buyer's products are limited to

a total of DKK 1,000,000 for all product damage and/or product liability per calendar year.

Buyer shall indemnify Seller should Seller incur liability or claims from third parties for any damage and any losses that Seller, according to the above section 'a' and 'b' is not liable to Buyer for, or that exceed the set amount limit.

Buyer shall immediately notify Seller if a third party makes a product liability claim against Buyer. To the extent that nothing otherwise is provided by mandatory provisions, Seller is not responsible for loss of profits or other indirect losses.

If Seller is sued by a third party relating to product liability, Buyer accepts to be joined as a party in the proceedings or defendant to the court or arbitration tribunal hearing the case.

In no event shall Seller be liable for loss of profits or other indirect losses.

If Seller is sued by a third party relating to product liability, Buyer accepts to be joined as a party in the proceedings or defendant to the court or arbitration tribunal hearing the case.

### **13 Disputes, applicable law and jurisdiction**

Disputes between the parties that can not be settled amicably, shall be settled by the Maritime and Commercial Court, or - if the Maritime and Commercial Court lacks subject matter jurisdiction to hear the case - at the district court in Kolding, under Danish law. Danish private international law, whereas foreign law, as well as the International Sale of Goods (CISG) shall not apply.