

## General terms of sale and delivery for Flextek A/S

### 1 Introduction

- 1.1 These general terms of sale and delivery (the "Terms") apply to any supply of machines, systems and services from Flextek A/S under the concluded agreement (the "Agreement") with the customer (the "Customer") specified in the Agreement.
- 1.2 These Terms constitute an integral part of the Agreement. In case of discrepancies between these Terms and the terms specified in the Agreement, the Agreement takes precedence.
- 1.3 Section I of these Terms specifies a number of terms that apply to all Agreements. Section II specifies a number of terms that, in addition to the terms in section I, apply in the event that Flextek's services, in addition to delivery, also include installation of (part of) the products delivered.
- 1.4 The Terms also apply to offers made by Flextek to the relevant extent.

#### Section 1 - In general

### 2 Offer and prior sale

- 2.1 All written offers made apply for 30 days, to the effect that offers must be accepted no later than 30 days from the date of the offer.
- 2.2 However, all offers are made subject to prior sale until the buyer's acceptance has been received by Flextek.

### 3 Prices and payment

- 3.1 The price of the included products and equipment is what is specified in the Agreement.
- 3.2 Unless otherwise specified, all prices are in DKK and are exclusive of VAT and other fees (which are added in the invoicing). In case of potential new or changed taxes or fees etc., the prices must be corrected with the financial net consequence to Flextek.
- 3.3 Unless otherwise specified in the Agreement, Flextek is entitled to invoice an order by 30% of the purchase price when the Agreement is entered into and 70% of the purchase price on delivery.
- 3.4 All invoices concerning deliveries of machines and production equipment must be paid net cash. All other invoices must be paid no later than 30 days of invoice date.
- 3.5 In case of late payment, Flextek is entitled to demand payment of interest at 2% per commenced month. The interest accrues from the payment date and until the amount has been received in Flextek's account.
- 3.6 The Customer is obliged to make effective payment of all invoices. Invoices cannot be paid by setting off.

### 4 Material traded in

- 4.1 If it has been agreed that Flextek must trade in material, the Customer bears the risk for this until the material traded in has been surrendered to Flextek according to the Agreement. All trade-in prices are determined on the condition that the material traded in is surrendered to Flextek in the same condition as inspected by Flextek, except for usual wear and tear from normal use until surrender takes place, and that the material has been maintained in compliance with requirements and inspected until the surrender to Flextek.
- 4.2 If the value of the material traded, in due to matters for which the Customer bears the risk, does not correspond to the stated trade-in price, the difference is regulated via the purchase price.
- 4.3 The Customer warrants that the material traded in under the Agreement belongs to the Customer free of any encumbrances, and that a third party has no right to it. The Customer further warrants that there are no defects in the material traded in which Flextek has not been informed of.

### 5 Retention of title

- 5.1 The ownership of the sold products and equipment remains with Flextek until the entire purchase price including interest, costs etc. has been paid in full, to the extent that such retention of title is valid under applicable law.
- 5.2 The retention of title does not influence the passing of the risk under clause 6.

### 6 Delivery, time of delivery and passing of risk

- 6.1 Flextek reserves the right to postpone and re-schedule delivery and to make partial delivery. Flextek must make reasonable efforts to deliver at the time of delivery specified in the Agreement, but delivery at the stated time is not of critical importance. Consequently, Flextek undertakes no responsibility if delay should occur despite its reasonable efforts.
- 6.2 If a delivery clause has been agreed, it must be construed in compliance with the Incoterms in force on conclusion of the Agreement. If no delivery clause has been agreed, delivery must take place Delivered at Place (DAP) at the buyer's business address. The passing of the risk takes place at the moment, when the products have been made available to the buyer at the arriving means of transportation at the specified place, whether or not installation made by Flextek or others will then take place. The Customer should ensure insurance of the products from this stage.
- 6.3 The passing of the risk takes place whether or not it is a partial delivery or if the products supplied must subsequently form part of installation made by Flextek or others.
- 6.4 In case of incomplete or defective delivery, the Customer's only remedy is to demand redelivery of a correct delivery. In addition to this, Flextek cannot be made responsible.

### 7 Warranty, complaint and remedy

- 7.1 Flextek warrants to the Customer that all machines and equipment delivered by Flextek are free of defects in relation to materials, design and finish (the "Warranty"). However, this does not extend to used machinery and equipment, see clause 8. To the extent that it appears from the Agreement, Flextek provides the Customer with a warranty, corresponding to the warranty including the same terms that Flextek has received from sub-suppliers and producers. The Warranty applies for the warranty period for the specific machine or equipment, and any claim from the Customer under the Warranty must have been made in writing to Flextek within the warranty period. If a warranty period for the supplied machine or equipment has not been specified in the Agreement, the warranty period is 12 months from delivery for supply of machines and production equipment, and 3 months from delivery for spare parts.
- 7.2 Complaints must be made in writing and be received by Flextek no later than 6 working days after the delivery has taken place. For defects and errors that cannot be ascertained in a careful examination of the products sold on delivery, the complaint must be made no later than 6 working days after the error/defect could have been discovered using general diligence. In all events, a complaint must have taken place before expiry of the warranty period. The time allowed for complaints applies to all types of defects and errors and is unconditional. Flextek waives any liability for errors and defects for which a complaint is made after expiry of the deadline, and in the cases where the conditions below have been met.
- 7.3 In case of timely complaints, see 7.2, Flextek is obliged, at Flextek's own choice, to redeliver or repair machines and equipment not in compliance with the Warranty. This is the Customer's sole remedy in the case that supplied machines or equipment are not in compliance with the Warranty or otherwise defective. Flextek is not obliged to pay the installation costs in the events where installation can usually be made by the Customer.
- 7.4 The warranty only applies if the products and the equipment have been handled, stored and used with the proper care, for the intended purpose and in compliance with applicable law, user instructions and other instructions from Flextek, and its suppliers or other authorised third party, and that the products supplied, have not been changed or otherwise modified in any way. No warranty is granted for wearing parts, and usual wear and tear are not covered by the warranty.

### 8 Used machinery and equipment

- 8.1 Used tools and machinery are sold on an "as is" basis by the purchaser without any liability on the part of the seller, except for fraud and defective title.

## 9 Limitation of liability

- 9.1 If Flextek's performance of its obligations is prevented, restricted or otherwise influenced by reasons beyond Flextek's reasonable control, such as, but not limited to war, terrorism, strike, lockout, epidemics, destruction of production facilities, riots, rebellion, fire, flooding, earthquake, explosion or other injury or accident ("Force Majeure"), Flextek's obligations are suspended for as long as the Force Majeure situation lasts. If the Force Majeure situation exists for more than 60 calendar days, the Customer is entitled to terminate the Agreement in writing without further notice.
- 9.2 Flextek cannot be held liable for loss of production, loss of usage, business interruption, loss of data or profits, damage to or loss of the Customer's belongings or for indirect loss or consequential damage, whether or not such loss could reasonably be expected.
- 9.3 If Flextek is liable in damages, whether for direct losses or other types of losses, Flextek's total liability in damages for any loss under the Agreement or related thereto, be it within or outside contract, is limited to the smallest of the following amounts: (i) 20% of the purchase price in the Agreement, or (ii) DKK 500,000. No provisions in this Agreement must attempt to restrict liability which cannot be restricted under applicable law.

## 10 Product liability

- 10.1 Flextek is liable for product liability under the Danish Product Liability Act to the extent that it cannot be deviated from by agreement. Flextek waives liability for product damage on any other basis.
- 10.2 Flextek is not liable for damage to property caused by the supplied products after delivery to real property or chattels while in the Customer's possession. Nor is Flextek liable for damage to products manufactured by the Customer or to products where they form part.
- 10.3 Flextek is never liable for business interruption, loss of earnings or other indirect loss.
- 10.4 The Customer must indemnify Flextek to the extent that liability is imposed on Flextek to a third party for damage and loss waived by Flextek to the Customer under the above.

## Section II – Deliveries with installation services

### 11 Terms of payment

- 11.1 In case of agreements where Flextek is to supply and install the included equipment, the Agreement may contain supplementary terms in relation to payment, including a division of the payment in more instalments.
- 11.2 Where the Agreement prescribes a legal effect of the Customer's signing of an installation certificate, including that a payment obligation is attaching thereto, it applies that delivery and installation are deemed to have taken place, and the installation certificate is deemed to have been accepted/signed by the Customer, if the Customer puts the purchased products into use without having signed the installation certificate.
- 11.3 If otherwise not specified in the Agreement, all costs for transportation, meals, accommodation and other accommodation costs for Flextek's staff in connection with installation are invoiced separately.

## 12 The Customer's services

- 12.1 The Customer is obliged, without payment, at the right time and in the correct way, to
- 12.1.1 make the installation location available to Flextek's staff and sub-suppliers with all facilities (including preparatory work at the location such as foundations, buildings etc.), as it is specified individually by Flextek, or which is otherwise reasonably expected by Flextek in order to enable Flextek to start and perform the installation without interruptions. This includes e.g. hot water, light, electricity, adequate storage room and lockable storage space for Flextek's equipment. Flextek's installation services, thus, do not cover electricity, compressed air and plumbing and heating installations, digging, casting or concrete work and all building work, including pipe and cable penetrations.
- 12.1.2 In case of installation of heavy equipment, the Customer must make available relevant lifting equipment with an operator. To the extent that under applicable rules, special equipment is necessary in connection with installation, including scaffolds, lifts etc., such expenses are paid by the Customer.
- 12.1.3 provide Flextek with information which it reasonably requests and which is relevant in relation to Flextek's design, performance or installation of the said equipment, or which may otherwise be necessary so that Flextek can perform its obligations under the specific Agreement. This includes i.a., but is not limited to, technical data for interfaces for i.a. equipment, systems, data or plans for the said installation location. The information must be accessible to Flextek at the time specified by Flextek or such time when it is otherwise necessary for Flextek's performance of its obligations.
- 12.1.4 otherwise actively assist Flextek in any way which is reasonably necessary for start-up and performance of the installation without interruptions and
- 12.1.5 make an electrician and a plumber available during the installation at 1 day's notice to the extent necessary to connect the equipment correctly.
- 12.1.6 The Customer is obliged to make available welfare facilities to Flextek A/S's staff during the installation work. In particular, there must be access to toilets, washbasins and dining room etc. in compliance with the Danish Ministry of Labour's rules to that effect.
- 12.2 When Flextek requests so, the Customer must at the right time give Flextek reasonable assistance in the form of e.g. coordination with third parties that may be necessary to perform installation or testing of the equipment.
- 12.3 If the Customer fails to perform its obligations under this provision, the Customer must indemnify Flextek against all resulting additional costs and expenses, and Flextek is entitled to postpone the delivery of its services in the form of equipment and products as well as installation service.

## 13 Governing law and jurisdiction

- 13.1 Any legal proceedings are determined under Danish law before the court in the jurisdiction which Flextek's registered office falls under.