

General terms and conditions for the supply of products and performance of services

1. Terms of use

- 1.1 There general terms and conditions shall apply in relation to all sales, products or deliveries from Beritech Manufacturing A/S, unless other agreement rules.

2. The agreement

- 2.1 Written offers and quotations given by Beritech Manufacturing shall be open for acceptance for a period of 14 days, from the date such an offer or quotation is received, unless expressly agreed otherwise. A deal is binding as soon as an order confirmation is giving from Beritech Manufacturing.
- 2.2 The buyer is responsible for providing Beritech Manufacturing with all relevant information, including technical specifications, drawings and other relevant information required for Beritech Manufacturing, in the file formats required by Beritech Manufacturing.
- 2.3 The order confirmation constitutes the full agreement between Beritech Manufacturing and the Buyer. No information or data contained in product brochures, price lists or any other documents, as well as correspondence and quotations exchanged or statements made outside the Agreement etc. are intended to or will have contractual effect, unless expressly agreed otherwise.
- 2.4 In the event that the order confirmation does not conform with the Buyer's purchase offer, the Contract shall be entered into on the terms indicated in the order confirmation, including these Terms. The Buyer shall, without undue delay, object to such non-conformity in writing.

3. Delivery

- 3.1 Delivery shall be made EXW (Incoterms 2020) at Beritech Manufacturing's place of business, on the time of the agreement. If no delivery date has been specified, delivery shall be made on a date deemed reasonable by Beritech Manufacturing.
- 3.2 If delivery is delayed beyond the date set in the Agreement, Beritech Manufacturing shall be afforded a reasonable period of not less than one 7 working days to complete the delivery. If Beritech Manufacturing becomes aware that a delay will occur, Beritech Manufacturing shall without undue delay notify the Buyer hereof, stating the cause of the delay and, to the extent possible, the time when delivery is likely to take place.

- 3.3 In the event that the Buyer is unable to accept delivery at the agreed time of the delivery, Beritech Manufacturing will arrange transport at the Buyer's expense and risk, unless a new time of delivery is agreed.

- 3.4 Beritech Manufacturing has the right to over- or under-perform by +/- 10 %, unless expressly agreed otherwise.

- 3.5 In the event of delay, Beritech Manufacturing shall not be liable for any indirect losses, such as, but not limited to, loss of profit, operating loss, consequential losses or costs.

4. Prices and payment

- 4.1 Unless otherwise agreed, any prices supplied by Beritech Manufacturing are given in Danish Kroner (DKK), excluded VAT, other taxes, duties or governmental fees. Beritech Manufacturing reserves the right to adjust and change the prices in accordance with changes in any taxes, duties, governmental fees or other.
- 4.2 Packaging in the form of EUR-pallets are invoiced upon delivery, and is not to be returned.
- 4.3 The payment terms are net 20 calendar days after the invoice date, and shall take place in cash, unless otherwise stated in the invoice or expressly agreed otherwise.
- 4.4 In the event of late payment, Beritech Manufacturing is entitled to suspend the performance of any of its obligations under any agreement with the Buyer.
- 4.5 In the event of cancellation of any orders made by the Buyer, Beritech Manufacturing is entitled to receive full compensation for its loss of profit, operating loss, consequential losses or any other costs linked to the cancellation.

5. Retention of title

- 5.1 Beritech Manufacturing shall retain title to all deliveries until payment has been made in full.

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6. Liability for defects

- 6.1 The Buyer has a duty to inspect the delivery as soon as possible and no later than 3 working days after receipt. Any defects or non-conformity that is detected by such inspection, shall be reported by no later than 5 working days after receipt, if it is to be taking into consideration by Beritech manufacturing.
- 6.2 In the event that a defect or non-conformity is detected, Beritech Manufacturing shall remedy the defects by offering the Buyer to help repair or replace the faulty item(s), by choice of Beritech Manufacturing. Any defects or non-conformities do not entitle the Buyer to a price reduction, compensation and/or termination of the contract.
- 6.3 Beritech Manufacturing shall not be liable for nor remedy any defects arising out of information or documents provided by the Buyer or a design stipulated or specified by the Buyer.
- 6.4 Beritech Manufacturing shall not be liable for nor remedy any defects caused by matters which arise after the risk has passed to the Buyer. Beritech Manufacturing shall not be liable nor remedy any defects caused by improper use of the delivered products.

7. Product liability

- 7.1 Any claims in relation to Beritech Manufacturing's product liability shall be governed by and interpreted in accordance with the danish Product Liability Act, unless expressly agreed otherwise.
- 7.2 Beritech Manufacturing is not liable for any damages caused by the product:
 - i. *On any third party members, real estate or movables, which occur while the product is in the Buyers possession or is resold to third parties.*
 - ii. *On any products manufactured by the Buyer or on products in which such are integrated, or for damages on third parties, real estate or movables which these products cause as a result of the subject.*
- 7.3 In the event that any products provided by Beritech Manufacturing to the Buyer give rise to any claim for losses, costs, damages or compensation from any third party against Beritech Manufacturing, the Buyer

shall defend Beritech Manufacturing against the claim for damages or compensation and indemnify Beritech Manufacturing against any liability for any damage or loss suffered in this regard.

8. Liability limitation

- 8.1 Beritech Manufacturing's liability to the Buyer shall not exceed the invoiced price for the specific order giving rise to the claim.
- 8.2 Beritech Manufacturing is not liable for consequential losses, such as loss of profit, loss of business, loss of goodwill or reputation or third party claims, as a result of any defects occurring.

9. Force Majeure

- 9.1 Beritech Manufacturing shall not be liable for a failure to perform any of Beritech Manufacturing's obligations or deemed in breach thereof, if the failure was due to an impediment beyond the control of Beritech Manufacturing. This includes but is not limited to the occurrence of delays or defects in material received from subcontractors or carriers, war, riots, vandalism and unrest, seizures by state or local authorities, strikes, lockouts, trade restrictions, bad weather conditions, fire, shortage of goods, labor or power supplies or machine breakdowns, or any other impossibility that may affect the performance.
- 9.2 If an event as described under clause 9.1 occurs, Beritech Manufacturing shall be entitled to suspend performance of its obligations and allowed to extent the date of delivery, until the event has passed or until it is otherwise possible to perform as normal.

10. Governing Law and Jurisdiction

- 10.1 Any dispute that may occur between Beritech Manufacturing and the Buyer, shall be governed by and interpreted in accordance with Danish law. Any dispute shall be settled before the court of law in Aalborg, Denmark, and any legal proceedings shall take place in danish.

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Beritech Manufacturing A/S Svendborgvej 5 9220 Aalborg Ø
+45 98 77 79 79 beritech@beritech.dk <http://beritech.dk>