

TERMS AND CONDITIONS MEGA FORTRIS (EUROPE) ApS Ltd.

The following terms and conditions apply in the relation between Mega Fortris (Europe) ApS Ltd. and its customers, unless otherwise agreed in writing.

1 INTRODUCTION

Mega Fortris (Europe) ApS Ltd., a company incorporated under the Companies Act with registered number 26 57 43 15 and having its registered office at Lyngsoe Allé 3,1st floor, 2970 Hoersholm (the "Company") shall supply the Goods to the Buyer and the Buyer hereby agrees to purchase such Goods in accordance with these Conditions.

2 DEFINITIONS

2.1 In these Conditions, the following words shall have the following meanings:

"Business Day" means any day from Monday to Friday, excluding bank holidays;

"Buyer" means the company, partnership, business or individual who/which purchases the Goods from the Company;

"Conditions" means these terms and conditions;

"Contract" means any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these Conditions;

"Delivery Point" means the place where delivery of the Goods is to take place under condition 5;

"Goods" means any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them);

"Intellectual Property Rights" means all patents, trade marks, registered designs (and any applications for any of the foregoing), copyright (including rights in software - object code and source code), semi-conductor topography rights, database right, unregistered design right, rights in and to trade names, business names, domain names, product names and logos, databases, inventions, moulds, discoveries, know-how and any other intellectual or industrial property rights in each and every part of the world together with all applications, renewals, revisals and extensions;

"Price" the price for the Goods as stated in the Company's current price list;

"VAT" means The Value Added Tax.

2.2 Clause headings are for ease of reference only and shall not affect the construction or interpretation of any clause.

2.3 Words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

2.4 References to statutes, any statutory instrument, regulation, or order shall be construed as a reference to such statute, statutory instrument, regulation, or order as amended or re-enacted from time to time.

3 APPLICATION OF TERMS

3.1 Unless otherwise agreed in writing by the Company, these conditions are the only conditions upon which the Company is prepared to supply the Goods to the Buyer. These Conditions shall constitute the whole agreement between the Company and the Buyer and shall govern the Contract to the entire exclusion of all other terms or conditions (including the Buyer's terms and conditions or those implied by trade, custom or practice).

3.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

3.3 Each order or acceptance of a quotation for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to purchase the Goods subject to these Conditions.

3.4 No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of the order is issued by the Company or (if earlier) the Company delivers the Goods to the Buyer.

3.5 Any quotation is given on the basis that no contract shall come into existence until the Company despatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided the Company has not previously withdrawn it.

3.6 These Conditions apply to all the Company's sales and any variation to these Conditions and any representation about the Goods shall have no effect unless expressly agreed in writing and signed by an authorised representative of the Company.

3.7 The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

- 4 DESCRIPTION
- 4.1 The quantity and description of the Goods shall be as set out in the Company's Contract.
- 4.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of this Contract and this is not a sale by sample.
- 5 DELIVERY
- 5.1 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Company's place of business.
- 5.2 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be of the essence. If no dates are specified, delivery will take place within a reasonable time.
- 5.3 Subject to the other provisions of these Conditions the Company will not be held liable for any direct, indirect or consequential loss, or any costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract except for substantial delays of 45 days or more.
- 5.4 If the Company is unable to deliver the Goods on time because the Buyer fails to accept delivery of any of the Goods when they are ready for delivery or the Buyer has not provided appropriate instructions, documents, licences or authorisations:
- 5.4.1 risk in the Goods shall pass to the Buyer;
- 5.4.2 the Goods shall be deemed to have been delivered; and
- 5.4.3 the Company may store the Goods for the Buyer and the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 5.5 The Buyer shall provide at the Delivery Point, at the Buyer's expense, adequate and appropriate equipment and manual labour for loading the Goods.
- 5.6 If the Company delivers to the Buyer a quantity of Goods of up to 10% more or less than the quantity accepted by the Company, the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract rate.
- 5.7 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 5.8 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other contract or instalment.
- 6 NON-DELIVERY
- 6.1 The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 6.2 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless written notice is given to the Company within 5 days of the date when the Goods would, in the ordinary course of events, have been received.
- 6.3 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.
- 7 RISK/TITLE
- 7.1 The Goods are at the risk of the Buyer from the time of delivery.
- 7.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
- 7.2.1 the Goods; and
- 7.2.2 all other sums which are or which become due to the Company from the Buyer on any account.
- 7.3 Until ownership of the Goods passes to the Buyer, the Buyer shall:
- 7.3.1 store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;
- 7.3.2 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- 7.3.3 maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request, the Buyer shall produce the policy of insurance to the Company.
- 7.4 The Buyer's right of possession of the Goods shall terminate immediately if:
- 7.4.1 the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the

benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or as a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder, or a resolution is passed, or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer or the Buyer suffers any analogous event in any jurisdiction it is subject to;

7.4.2 the Buyer suffers any diligence or execution to be levied, on his/its property or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 17 subsection 2 and 18 of the Danish Bankruptcy act 2014, the Buyer ceases to trade; or

7.4.3 the Buyer encumbers or in any way charges any of the Goods.

7.5 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

7.6 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are being stored in order to inspect them, or, where the Buyer's rights to possession has terminated, to recover them.

8 PRICE AND PAYMENT

8.1 Unless otherwise agreed in the Contract, the Price shall be payable within 14 days of the Company's invoice date, without further notice from the Company.

8.2 The Price for the Goods shall be exclusive of VAT, taxes and other public dues which will be payable by the Customer in addition. All sums are to be paid in Euro (€).

8.3 The Company may suspend the delivery of Goods until full payment is made.

8.4 No payment will be deemed to have been received until the Company has received cleared funds.

8.5 If the Buyer fails to pay the Company any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to

the Company. A 1.5 % interest will be calculated per commenced month if payment has not been received within 30 days from the invoice date. The parties acknowledge and agree that the amounts set out in this clause represent a substantial remedy.

8.6 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provisions.

9 WARRANTY

9.1 Except as expressly stated in the Contract all warranties and conditions whether express or implied by statute, common law or otherwise (including but not limited to satisfactory quality and fitness for purpose) are hereby excluded to the fullest extent permitted by law.

10 LIMITATION OF LIABILITY

10.1 Neither party excludes or limits its liability to the other party for death or personal injury caused by any negligent act or omission, or wilful misconduct or breach of duty of such party.

10.2 The Company shall, in no circumstances, be liable to the Buyer in respect of any of the following losses or damage (whether such losses or damages were foreseen, foreseeable, known or otherwise):

10.2.1 indirect or consequential loss or damage;

10.2.2 loss of business profits, salary, business revenue, goodwill, or anticipated savings; or

10.2.3 loss which could have been avoided by the Buyer through reasonable conduct.

10.3 In the event that, notwithstanding any of these Conditions, the Company is found liable to the Buyer, such liability for actual damages for any cause whatsoever shall be limited to the Price paid by the Buyer to the Company in relation to provision of the Goods.

11 TERMINATION

11.1 The Company may terminate the Contract with immediate written notice if the Buyer fails to pay the Price in accordance with condition 8.

11.2 Notwithstanding termination of the Contract for any reason the Buyer will continue to be liable for that proportion of the Price attributable to those Goods provided up until the date of termination.

12 RETURNS

12.1 In the event that the Goods purchased are faulty, the Buyer must return such Goods, as sold, to the Company's place of business within 28 days of delivery of the Goods.

- 12.2 The Company reserves the right to inspect repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata contract rate.
- 12.3 The undertakings in this clause do not cover faults caused by accident, neglect, misuse or normal wear and tear.
- 12.4 Notwithstanding the foregoing, the Buyer's statutory rights are not affected.
- 13 ASSIGNATION
- 13.1 The Company may at any time assign the Contract or any of its rights or obligations under it.
- 13.2 The Buyer shall not, and shall not purport to assign or otherwise transfer the Contract or any rights or obligations under it without the Company's prior written consent.
- 14 SEVERABILITY
- 14.1 If any provision of these Conditions are found under the laws of any jurisdiction to be invalid, illegal or unenforceable it shall to that extent be deemed not to form part of the Contract, however, the validity, legality or enforceability of that provision in that jurisdiction shall not in any way affect the other provisions of these Conditions in that jurisdiction and shall not affect the validity, legality or enforceability of all the provisions of these Conditions in any other jurisdiction.
- 15 FORCE MAJEURE
- 15.1 A "Force Majeure Event" shall mean an event beyond the reasonable control of the affected party. A Force Majeure Event includes acts of God, any form of Government intervention, war, hostilities, rebellion, terrorist activity, local or national emergency, sabotage or riots, and floods, fires, explosions or other catastrophes. A Force Majeure Event does not include strikes, lock-outs or other industrial action by employees of either party or its sub-contractors, agents or other third parties working for and/or with either party.
- 15.2 The affected party, on becoming aware of the Force Majeure Event, shall immediately notify the other in writing giving details of the Force Majeure Event and a reasonable estimate of the period during which the Force Majeure Event will continue.
- 15.3 Subject to the affected party having given notice in accordance with clause 15.2 it shall not be liable for the consequences of any delay in performing or failing to perform its obligations under this agreement if the delay or failure is wholly or substantially due to a Force Majeure Event.
- 15.4 If the Force Majeure Event continues for more than 28 days, the unaffected party may terminate this agreement immediately on giving the other party written notice.
- 15.5 Both parties shall use reasonable endeavours to mitigate the effects of a Force Majeure Event.
- 16 VARIATION
- Any variation to the Contract shall only be effective if in writing and signed by authorised representatives of both parties.
- 17 WAIVER
- The failure of either party to exercise or enforce any right conferred on that party by the Contract shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.
- 18 THIRD PARTY RIGHTS
- Save to the extent expressly set out in the Contract, the Contract is not intended nor shall it create any rights, entitlement, claims or benefits enforceable by any person that is not a party to it.
- 19 NOTICES
- 19.1 Notices between the parties relating to the Contract must be in writing and must be delivered personally or sent by prepaid first class post or by prepaid air mail post to the relevant party's registered address or sent by e-mail to the party's current e-mail address.
- 19.2 Notices shall be treated as received if delivered by hand when delivered, if sent by first class post 48 hours after posting, if sent by air mail post 72 hours after posting, if sent by e-mail on the completion of transmission. Any notices that would be treated as received out of business hours (9.00 am – 5.00 pm, Monday to Friday, excluding bank holidays) on any Business Day shall be deemed given on the next Business Day.
- 20 GOVERNING LAW
- The Contract shall be governed by and construed in accordance with Danish law and the parties hereby submit to the exclusive jurisdiction of the Danish courts.