



General trading terms for United Components A/S

Unless otherwise agreed in writing, the following conditions apply to agreements concluded with United Components A/S.

1. **VALIDITY/GENERAL** The following general terms and conditions of sale and delivery shall apply to the extent that they have not been separately departed by any other agreement and thus apply to all offers, sales, and deliveries from United Components A/S.

2. **OFFERS** Where otherwise expressly stated, any offer shall be binding on the seller for only 30 days. Unless otherwise agreed in writing, delivery times are at best estimates and subject to intermediate sales.

3. **TECHNICAL INFORMATION, PRODUCT INFORMATION, DRAWINGS, CATALOGUES, DESCRIPTIONS, ETC.** We reserve the right to change in execution etc. without prior notice. Such changes do not give the buyer the right to withdraw the purchase unless the buyer can prove that a particular construction, execution, etc. was a prerequisite for the purchase. Changes made and resulting in the withdrawal of the purchase do not entitle the buyer to any damages. In the case of equipment which, by its nature, requires special documentation for assembly, connection, operation and/or maintenance, the seller will provide the buyer with such documentation free of charge at the latest at the same time as delivery. The seller reserves the right to require that such documentation be treated as confidential. All drawings and technical documents relating to the products entrusted to the buyer before or after the conclusion of the agreement shall remain the property of the seller. Such material may not be used by the buyer or copied, reproduced, surrendered third parties, or otherwise brought to the attention of third parties without the seller's written consent.

4. **DELIVERY TIME** Delivery times are calculated from the last of the following times: a) Seller's receipt of the buyer's order. If the order contains conditions that differ from the seller's offer, the date on which such discrepancies have been finally resolved between the parties shall apply. (b) Receipt by the seller from the purchaser of such complete technical specifications and/or agreed advance payments as may be necessary for the execution of the supply. In addition to the delivery time specified in the agreement, we are entitled to an extension of the delivery time provided that the buyer is informed without undue delay of any expected exceeding of the specified delivery time. If we do not see ourselves able to deliver the sold to an extended delivery time, the buyer has the right to withdraw the purchase. The stated delivery times are based on delivery information obtained from that supplier. The seller shall not assume liability for any delays which go beyond the standard conditions of the manufacturer concerned or the legal rules applicable in the country of manufacture of the industry concerned. In addition, without prejudice to force majeure, any order has been received in accordance with paragraph 10 below. The seller's liability for loss suffered by the buyer because of delay or non-delivery may never exceed 10 % of the value of the delayed portion of the delivery. In the event of delay or non-delivery, the seller may not be held liable for fines, loss of operations, loss of earnings or other indirect loss or otherwise for consequential damages.

5. **PRICES** Price indications in catalogues, price lists, etc. are informative and may be changed at any time without prior notice. Price in tender is only binding against the indication of final and binding order within one month of the submission of the offer. Price indications in quotes and order confirmations are based on the exchange rate (base rate) indicated in the quote/order confirmation. If the exchange rate on the day of delivery differs by 1 % or more from the base rate, the invoicing price shall be adjusted in percentage terms accordingly. In addition, all price indications shall be based on the duties applicable at the time of delivery and on other public/statutory charges and charges. In the event of a change in these, the delivery price will be adjusted accordingly. If delivery is postponed due to the buyer's wishes or circumstances that can be attributed to the buyer, invoicing will be made at the price applicable on the day of delivery. Where nothing else is agreed, prices include packaging, but excluding VAT and other public taxes, fees and the like. Unless there is another written agreement, the prices for delivery ex our warehouse apply. The seller reserves the distinct right to impose a fee when processing orders. The timing of the transfer of risk shall be determined in accordance with the international rules on the interpretation of trade terms (Incoterms) drawn up by the International Chamber of Commerce at any time.

6. **TRANSIT** When the seller takes on shipment, it will in any case be at the buyer's expense and risk. Unless a special mode of transit is agreed, the shipment shall be carried out in the manner which the seller at any time deems most appropriate and without liability for any freight differences.

7. **PAYMENT TERMS** Payment must be made in cash within 30 days of the invoice date, unless otherwise stated on the invoice. However, for smaller deliveries to buyers who do not have a current account with the seller, delivery for administrative reasons will be by C.O.D. If payment is not made in good time, the right to calculate interest on the outstanding debt in force at any time from the due date shall be reserved at Danmarks Nationalbanks lending rate + 8 % per month. Deliveries remain the seller's property until payment is made in full.

8. **COMPLAINTS - REMEDYING DEFICIENCIES** Complaint regarding quantity deviations must be made within 8 days of delivery. If the buyer wishes to advertise any defects, written complaints must be made without undue delay after the defect has been established. After the seller has received a complaint about a defect considered to be covered by this provision, the seller will remedy the defect without delay. For a period of 12 consecutive months after the invoice date, the seller undertakes to make, without undue delay, a delivery or repair at the seller's discretion, where there are defects in the delivery due to defects in construction, material, or manufacture. The seller's liability for defects does not include defects caused by a design or execution prescribed by the buyer, changes made by the buyer without the seller's written agreement, improper repair by the buyer or at his request, improper installation or processing, defective maintenance, or other matters attributable to the buyer. Nor does the seller assume obligations for impairments caused by normal wear or tear. Remediation shall not cover such cases where defects are due to normal wear or tear or that the supply has not been maintained and used in full compliance with the seller or seller's supplier's regulations, improper or inappropriate use, including the use of improper aids, modifications or technical interventions made without written consent of the seller, irregular electricity supply, improper installation, or exceptional climatic influences. The costs of installation and dismantling are not covered by the right of remediation. Where the buyer can carry out the remedy himself in his place, the seller's remediation obligation under this provision is fulfilled by the transmission of a new or repaired part. Defective parts or products may be dispatched to the seller at the buyer's expense and risk and only by prior agreement. Repaired parts or products are returned at the seller's expense and risk. Defective parts exchanged according to the foreman must be made available to the seller. The seller provides remedial rights for parts of the delivery that have been replaced or repaired under the same conditions and under the same conditions as for the original delivery. However, the remediation obligation does not apply to any part of the delivery beyond 18 months from the original invoice date. The sold is only received back after prior written agreement to that effect. After the risk of the delivery has passed to the buyer, the seller has no liability for defects beyond the obligations set out above. The seller assumes no liability and no liability for any damage to other equipment or property, loss of operations, loss of profit or other derivative damage for any reason.

9. **PRODUCT LIABILITY** For damage to persons resulting from defects or defects in supplied products, the seller is liable in accordance with the applicable Product Liability Act. The seller is not responsible for operating losses, profit losses, costs for recovering corrupted data on data carriers or other indirect losses. The seller is not liable for damage to real estate or movable property that occurs while the supply is in the buyer's possession. The seller is also not responsible for damage to products manufactured by the buyer or to products in which they are incorporated. To the extent that the seller may be liable to third parties, the buyer is obliged to indemnify the seller to the same extent that the seller's liability is limited according to the previous two pieces. If a third party makes a claim against one of the parties for liability under this paragraph 9, that Party shall forthwith inform the other Party thereof.

10. **FORCE MAJEURE** The following circumstances shall result in a freedom of liability if they impedes the performance of the contract or make performance unduly onerous: labor dispute and any other circumstance beyond the control of the parties, such as fire, war, mobilization or unforeseen military calls of equivalent magnitude, requisition, seizure, currency restrictions, riots, disturbances, lack of means of transport, general shortage of goods, restrictions on driving and deficiencies in or delay in deliveries from subcontractors due to any of the circumstances referred to in this point. It shall be the responsibility of the party wishing to rely on any of the circumstances referred to in this paragraph to inform the other Party in writing, without undue delay, of its occurrence and termination. In cases of force majeure on the part of the buyer, the buyer must cover the costs incurred by the seller to secure and protect the supply. Notwithstanding the general terms and conditions of sale and delivery, either Party may terminate the agreement by written notification to the other Party if the performance of the contract is impeded for more than 6 months by an event as mentioned above.

11. **EXPORTS** As certain products may be subject to embargo provisions; their export may not take place without prior written agreement with the seller.

12. **SETTLEMENT OF DISPUTES - JURISDICTION** Any dispute between the seller and the buyer in connection with supplies covered by these general conditions of sale and delivery must be settled in accordance with Danish law and with the Maritime and Commercial Court in Copenhagen as the venue.

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