

## HARPUN A/S' GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

### 1 Scope of applicability

- 1.1 These general terms and conditions apply to all goods and services delivered by Harpun A/S (in the following referred to as "HARPUN"), unless otherwise agreed, however, cf. clause 1.2.
- 1.2 Buyer's conditions and requirements contained in buyer's purchase order, buyer's general purchase conditions or similar shall not impose any obligation on HARPUN, unless HARPUN explicitly has accepted such in writing.
- 1.3 The following definitions shall apply for these general terms and conditions: "Order" means buyer's order. "Sales Agreement" means an Order confirmed by HARPUN in writing.

### 2 Offer and Order

- 2.1 Unless otherwise agreed in writing, HARPUN's offer is applicable and binding for a period of 14 days from the date the offer was issued.
- 2.2 If buyer places an Order, said Order is not binding to HARPUN until HARPUN has forwarded Order Confirmation to buyer or has delivered the goods to buyer, depending on which takes place first.

### 3 Delivery

- 3.1 Unless otherwise agreed in writing, deliveries are subject to the delivery term EXW, Lindholmvej 15, Lystrup, 3550 Slangerup, Incoterms 2010.
- 3.2 The delivery date stated in the Sales Agreement is an indicative date stated to the best of HARPUN's ability. HARPUN shall notify buyer about the actual delivery date once it becomes finally defined.
- 3.3 If a delivery is not accepted by buyer within the said deadline of the Sales Agreement, HARPUN is entitled subject to their discretion to terminate the Sales Agreement entirely or partly uphold it. Furthermore, HARPUN is entitled to store, sell or remove the goods at the buyer's account and risk, and to claim damages. Provided HARPUN terminates the Sales Agreement, HARPUN is entitled to compensation for any costs paid as well as lost profit.

### 4 Delay

- 4.1 In the event delivery is delayed beyond the agreed date or the date stated by HARPUN, cf. clause 3.3., buyer may by notifying HARPUN claim delivery and determine a final and reasonable delivery time.
- 4.2 If delivery is not effected within the fixed, reasonable date, cf. clause 3.1 and said date is exceeded by more than 10 (ten) days, buyer is entitled to terminate the Order.
- 4.3 Buyer cannot claim any kind of damages, including also consequential losses as a consequence of delay.



## **5 Defects**

- 5.1 Buyer must immediately upon receipt of the goods and prior to commencement of use inspect the goods in such way as due practise for such stipulates. Hence, buyer must by means of inspection ensure that the goods comply with all contractual conditions. If buyer neglects to perform said inspection in due time, buyer's right to rely on non-conformity, which could have been established at an inspection, shall lapse.
- 5.2 Without prejudice to clause 5.1, notice of defects must be put forward in writing and must be received by HARPUN no later than 14 (fourteen) days after the defect has or should have been established. The notice of defect shall contain a description of the alleged defect.
- 5.3 Claims arising as a consequence of non-conformity shall be put forward no later than 6 (six) months after delivery.
- 5.4 Notice of defect may not be made after expiry of the said deadlines stated in clause 5.2 and 5.3. Provided HARPUN enters into a dialogue with buyer regarding a notice of defect which has been put forward after expiry of the said deadlines, HARPUN only enters into such as a gesture and without waiving the right to maintain that the notice of defect has been put forward too late.
- 5.5 HARPUN can under no circumstances be held liable for the goods' compatibility to the buyer's intentional use of the goods, nor the compatibility in relation to a specific purpose. Furthermore, HARPUN can under no circumstances be held liable for any non-conformity to the goods if this has been caused by the buyer's inappropriate or incorrect use or storing.
- 5.6 In the event of defect goods and a claim based on non-conformity is put forward against HARPUN, HARPUN will be entitled within a reasonable time horizon at their discretion either to deliver substitute goods against return of the defect goods or to offer buyer a proportional reduction in the purchase price upon which the defect is considered finally remedied.
- 5.7 It is also a precondition for HARPUN's handling of the notice of defect that the claim is duly verified and accompanied by reference to order number, delivery number, etc., and that the delivered goods are stored until clarification of the notice of defect is reached.
- 5.8 With the exception of the above stated, HARPUN will not assume any liability for defects, and buyer cannot claim other remedies for breach, including for example termination or claim for compensation.

## **6 Prices**

- 6.1 Unless otherwise agreed in writing, the prices are based on the price lists applicable at any point in time, excluding VAT, costs, duties, etc.

## **7 Terms of payment**

- 7.1 Unless otherwise agreed in writing, payment shall be effected to HARPUN's account no later than 14 days after delivery.
- 7.2 In case of delayed payment HARPUN will charge 1.0 per cent interest of the amount owed per month from the due date. Interest will be charged each month for the due outstanding balance, which will include former interest, reasonable costs, etc.



7.3 If buyer fails to pay an amount in due time, HARPUN has the right to withhold all future deliveries until buyer has paid the unsettled amount, or to terminate the Sales Agreement if further deliveries shall be made in accordance hereto.

7.4 Buyer may not withhold payment or make deductions in the price of the goods in relation to claims that have not been approved by HARPUN.

## **8 Intellectual property rights**

8.1 All intellectual property rights in relation to the goods belong entirely to HARPUN, including any intellectual property rights that may occur as a consequence of the parties' cooperation regarding the goods.

## **9 Force majeure**

9.1 Neither buyer nor HARPUN are liable for damages or shall in any way pay compensation for delay or lacking fulfilment of obligations if such delay or non-conformity is caused by force majeure.

9.2 Force majeure is defined as external circumstances that cannot be prevented by man, or a circumstance or unforeseen reason which is beyond reasonable control of the party involved. This includes but is not limited to delay in delivery of goods or defect goods delivered by sub-suppliers, substantial price increases for such deliveries, war (warned or without warning), riots, disorders, strikes, lockouts, labour disputes, fire, flooding, epidemics, earth quake, explosion, boycotts, embargoes, lack of basic raw material, lack of or error in transport, any unusual or unforeseen government or state interventions or similar circumstances.

9.3 In the event of force majeure the party involved shall immediately notify the other party of such in writing and specify the reason for force majeure, and how it will affect the performance of the involved party's obligations.

9.4 If delivery of goods is temporarily prevented due to force majeure, the delivery obligation is suspended during the period in which the force majeure situation exists with that effect that buyer is not entitled to terminate the Sales Agreement. However, both parties may - provided fulfilment of the agreement, delivery of goods or other obligations are prevented for more than a period of 120 consecutive days - terminate the obligations which are prevented as a consequence of force majeure.

## **10 Product liability**

10.1 HARPUN is liable in accordance with applicable law on product liability, however, subject to the limitations that appear from this clause 10.

10.2 HARPUN can under no circumstances be held liable for indirect loss, including but not limited to loss of production, loss of operations, loss of time, punitive damages and consequential costs caused by defect goods.

10.3 HARPUN cannot be held liable for damage to products produced by buyer or subsequent buyers or to products produced by such products.

10.4 Furthermore, HARPUN cannot be held liable for losses suffered in connection with transport or compensation for a product that has been sold on.



- 10.5 Should buyer become aware of the fact that the goods bought have caused damage or that there is a risk that they will cause damage, buyer shall without undue delay provide HARPUN with written notice hereof. The notice does not release buyer for his obligations to minimize such damage.
- 10.6 To the extent third party claims product liability towards HARPUN, buyer becomes obliged to indemnify HARPUN to the extent such liability exceeds the limitations stated in this clause 10.
- 10.7 Buyer thereby accepts to become involved as a party before any court before which any legal proceedings against HARPUN regarding product liability will be initiated.
- 10.8 Buyer shall notify HARPUN if third party advances any claim for damages regarding product liability against buyer.

## **11 Retention of title**

- 11.1 Delivered goods shall fully remain HARPUN's property (goods sold subject to retention of title) until all receivables, on whatever legal grounds, have been fully paid up.

## **12 Limitation of liability**

- 12.1 HARPUN can at no point in time be held liable for punitive damages, financial losses, consequential damages, loss of operation, loss of time or other indirect losses, irrespective of whether such has arisen as a consequence of delay, delivery of defect goods or other.

## **13 Choice of law and venue**

- 13.1 Applicability, structure and the parties' performance of obligations shall be governed by and construed in accordance with Danish law.
- 13.2 Any disputes, controversies, claims or disagreements which may arise between the parties on the basis of, in relation to or in connection with the delivery of goods or services from HARPUN or in the event of breach hereof, shall be decided on by the District Court of Hillerød as the agreed venue of first instance.

