

GENERAL TERMS AND CONDITIONS OF UNIKA DANMARK A/S

1. SCOPE

1.1 These General Terms and Conditions apply to all goods and services supplied by Unika Danmark A/S and are binding on all contracts between the Parties and thus supersede all agreements and customs which are contrary to the General Terms and Conditions, including any terms and conditions prepared and forwarded by the Buyer unless otherwise stipulated in the order confirmation forwarded by Unika Danmark A/S.

2. CONTRACTING

2.1 Unika Danmark A/S will not be bound by any declaration or statement (however designated) made by Unika Danmark A/S until Unika Danmark A/S has sent the order confirmation. Unika Danmark A/S is entitled to revoke any declarations or statements forwarded by Unika Danmark A/S until the order confirmation has come to the Buyer's knowledge.

2.2 Amendments or addenda to the original order confirmation are not binding on Unika Danmark A/S without written acceptance from Unika Danmark A/S.

2.3 After receipt of the order confirmation, the Buyer is obliged to take delivery of the agreed order and quantity and cannot change or cancel the order in whole or in part. Any change or cancellation is subject to written acceptance from Unika Danmark A/S.

2.4 Items and tools are always offered exclusive of the costs of any measurement reports and special quality documentation such as a PPAP. Items and tools are offered only if agreed with Unika Danmark A/S and against separate payment.

3. TOOLS

3.1 If the Buyer has title to the tools, Unika Danmark A/S may not produce items to other buyers using such tools unless otherwise agreed in writing.

3.2 It is the Buyer's responsibility to take out insurance covering their tools whether or not such tools are in the possession of Unika Danmark A/S.

3.3 Tools made or commissioned by Unika Danmark A/S may be handed over to the Buyer only when paid for in full. On termination of the cooperation between Unika Danmark A/S and the Buyer, all outstanding accounts must be settled before hand-over.

3.4 Unika Danmark A/S may exercise a lien on the tools for any claim Unika Danmark A/S may have in respect of work carried out for the Buyer.

4. PRICES

4.1 All prices, including prices included in the price lists prepared by Unika Danmark A/S, are current prices (exclusive of VAT), other public dues, freight, handling costs and packaging. Unika Danmark A/S reserves the right to change price lists and catalogue material.

4.2 If production and delivery costs as well as prices of raw and other materials or similar articles used to manufacture the goods in question increase by more than 5% in the period from the Buyer's receipt of the order confirmation and until the date of production, Unika Danmark A/S is entitled to increase the price charged to the Buyer up to the price on the date of delivery by the full price increase.

4.3 Costs due to changes in the order are payable by the Buyer. Additional work or services necessitated by an insufficient basis of the order, changes or corrections made at the Buyer's request are also payable by the Buyer.

4.4 As to payment for tools the Buyer will pay tools (unless otherwise agreed) as follows: One-third in cash at the time of contracting, one-third in cash on delivery of the first type samples and one-third in cash on approval of the first type samples, but, in any case, no later than four weeks after delivery of type samples to the Buyer.

5. TERMS OF DELIVERY AND PASSING OF RISK

5.1 The goods will be delivered INCOTERMS 2020 EXW – Ex Works, according to which the Buyer bears the risk of the goods and all costs of delivery, including transportation costs from the time when the goods are finished and ready to be delivered. The Buyer is obliged to give timely notice of the requested transportation method. Otherwise, Unika Danmark A/S is entitled to choose means and route of transportation at the Buyer's expense.

5.2 In the event that the Buyer does not accept delivery at the date of delivery, which includes the situation where the Buyer is in breach of his obligation to collect, Unika Danmark A/S is entitled to terminate the Agreement between Unika Danmark A/S and the Buyer for breach and make a claim for damages. Unika Danmark A/S is further

entitled to sell or store the product at the Buyer's expense. If Unika Danmark A/S chooses to store the product, it will be stored at the Buyer's expense and risk.

5.3 Unika Danmark A/S has the right to quantity variations by +/- 10% without any adjustment of the purchase price being required.

5.4 Minor variations in colour or surface structures will not be deemed to be defects in the goods delivered or non-conformity with the contract.

5.5 If the number of units not fit for use (non-solid castings, fins, etc.) does not exceed 2% of the consignment, the Buyer has no claim against Unika Danmark A/S for an adjustment of the purchase price or any other remedies for breach.

6. RETURNS

6.1 The Buyer is not entitled to return the goods purchased whether in whole or in part. Returns will be accepted only in exceptional cases and only with the prior acceptance of Unika Danmark A/S and only if the goods are saleable and in their original and undamaged packaging with any seals or wrapping unbroken.

7. TERMS OF PAYMENT

7.1 If the Buyer fails to make payment on the due date, Unika Danmark A/S may charge interest and a reminder fee. The final date for payment is set out in the invoice. If the Buyer fails to pay on time, interest will be charged at a rate of 2% for each month or part thereof from the due date set out in the invoice.

7.2 If the Buyer fails to pay for part deliveries of goods, Unika Danmark A/S is entitled to withhold delivery of additional goods and suspend production until payment is made in full.

7.3 If the Buyer fails to pay any due invoice (despite one reminder), or if the Agreement is terminated for cause or convenience, all payments will fall due for immediate payment to Unika Danmark A/S.

8. LATE DELIVERY - FORCE MAJEURE

8.1 The date of delivery specified in the order confirmation is an indicative date and estimated to the best ability of Unika Danmark A/S unless otherwise specifically agreed.

8.2 In case of late delivery due to a force majeure event, including an industrial dispute or any circumstance beyond the control of the Parties such as fire, natural disasters, war, mobilisation or unforeseen military call-ups of an equivalent extent, requisitioning, sequestration, currency restrictions, riots and civil unrest, shortage of transportation, general scarcity of goods, restrictions on motive power, pandemics, epidemics, cyber attacks as well

as defects or delays in supplies from sub-suppliers caused by any of the circumstances referred to in this clause, the delivery time will be extended to the extent deemed reasonable in the circumstances.

8.3 Where the delivery time is expected to be more than eight weeks after the expected date of delivery, both Unika Danmark A/S and the Buyer are entitled to cancel the Agreement (irrespective of whether there is a force majeure event) and, in that situation, neither party will be deemed to be in breach and will therefore have no remedies for breach, including liability for any consequential loss caused by the delay.

8.4 Provided that the cancellation of the Agreement is lawful and permissible under the above clause, cancellation is subject to reasonable notice in writing to allow for delivery before the cancellation takes effect.

8.5 Irrespective of whether there is a force majeure event, the Buyer cannot exercise any remedies for breach, including damages for consequential loss (see clause 12 on exclusion and limitation of liability) as a result of the late delivery.

9. DEFECTS

9.1 RIGHT TO COMPLAIN

9.1.1 Unika Danmark A/S must deliver the goods in conformity with the Agreement. The goods will be considered defective only if they do not conform to the Agreement on delivery due to defects in material, design or workmanship.

9.1.2 Unika Danmark A/S is not liable for any damage caused by normal wear and tear, use of the goods for purposes other than their intended use, modification, alteration or repair of the goods made by the Buyer or a third party (who does not act on behalf of Unika Danmark A/S) or any failure to comply with Unika Danmark A/S's instructions. Nor does Unika Danmark A/S warrant that the goods are fit for a particular purpose or meet their specifications in their actual use.

9.2 DEADLINE FOR COMPLAINTS

9.2.1 To exercise their right to complain, the Buyer must give notice of defects in writing to Unika Danmark A/S without undue delay after the Buyer has discovered or ought to have discovered the defects, but no later than three months from the date of delivery of the goods ("**Deadline for Complaints**"). Any rectification of defects in the goods by Unika Danmark A/S will not affect the Deadline for Complaints.

9.2.2 After expiry of the Deadline for Complaints, the Buyer may not raise any claim for defects against Unika Danmark A/S.

9.3 **RECTIFICATION OF DEFECTS**
 9.3.1 Unika Danmark A/S must rectify defects in goods delivered or any part thereof if the defect falls within the scope of the Buyer's right to complain (the "Deadline for Complaints"). Unika Danmark A/S is entitled to decide whether to rectify a defect by way of repair or replacement of the defective goods (in whole or in part) or repayment of 90% of (the part of) the purchase price paid.

10. DUTY TO INSPECT
 10.1 Immediately on delivery, the Buyer is obliged to thoroughly inspect the goods to check whether they conform to the contract, including any visible defects or shortage. If the Buyer fails to inspect the goods and to notify Unika Danmark A/S of any defects without undue delay, the Buyer forfeits the right to rely on any defects that the Buyer could have discovered during such inspection of the goods.

11. PRODUCT LIABILITY
 11.1 Product liability is subject to the rules applicable under the Danish Product Liability Act in force from time to time. Unless otherwise provided by mandatory rules of law, Unika Danmark A/S has no other liability.

11.2 The following limitations of liability apply to any product liability not covered by mandatory rules on product liability:

11.2.1 Unika Danmark A/S is liable only if it can be proven that the damage or injury is caused by errors or omissions made by Unika Danmark A/S or others in the production chain whom Unika Danmark A/S is liable for.

11.2.2 Unika Danmark A/S is not liable for any loss of production, business, profit, orders, time, goodwill or other indirect losses.

11.3 Unika Danmark A/S's liability for damages (irrespective of any negligence) is limited to a total amount of DKK 5 million per customer.

11.4 To the extent that Unika Danmark A/S incurs product liability to a third party, the Buyer is obliged to hold harmless and indemnify Unika Danmark A/S to the same extent as Unika Danmark A/S's liability is limited under the above clause.

12. EXCLUSION AND LIMITATION OF LIABILITY
 12.1 Unika Danmark A/S is not liable (nor in case of negligence) for breach of statutory obligations, loss of production, business, profit, orders, goodwill or loss caused by interruption of business or any other indirect losses of whatsoever nature arising in connection with the Agreement or breach thereof. Unika Danmark A/S will have no

liability for any agreed penalty or fines or any other contractual liability for damages imposed on the Buyer by a third party.

12.2 Unika Danmark A/S's aggregate liability for damages to the Buyer for any loss arising in connection with the Agreement and the cooperation, whether contractual or non-contractual, (including for negligence) will not exceed an amount equivalent to 10% of the aggregate amount paid or owing by the Buyer under the Agreement (exclusive of VAT and other taxes) on which the claim is based (exclusive of VAT and other taxes).

13. PRODUCT INFORMATION
 13.1 The technical specifications and other specified measurements in catalogue material are intended as a guide only, and Unika Danmark A/S assumes no responsibility or liability for any errors in such material. All information and data in the material, including price lists, are binding only to the extent expressly agreed between the Parties.

14. TITLE AND INTELLECTUAL PROPERTY RIGHTS
 14.1 Unika Danmark A/S reserves the title to the goods sold until receipt of the full purchase price, plus any costs and interest, subject to the limitations following from mandatory rules of law. In case of conversion or processing of the goods sold, the reservation of title to the goods is maintained so as to include the converted or processed article to an extent corresponding to the value that goods sold represented at the time of the sale.
 The Buyer is responsible for ensuring that he is the owner of the necessary intellectual property rights in connection with the manufacture of the products and that they do not infringe third party rights.

14.2 If Unika Danmark A/S is held liable to a third party for infringement of such third party's rights, the Buyer is obliged to hold harmless and indemnify Unika Danmark A/S for any such liability.

15. CHOICE OF LAW AND JURISDICTION
 15.1 Any dispute arising in respect of supplies from Unika Danmark A/S must be decided in accordance with Danish rules of law, and proceedings must be conducted in the Danish language.

15.2 All disputes arising in respect of supplies from Unika Danmark A/S must be decided by the Court of Aarhus. The Parties must, however, seek to resolve the dispute through mediation first.