



General Terms of Sale and Delivery for Flux A/S

1.0 GENERAL SCOPE OF THE TERMS:

- 1.1 The below Terms of Sale and Delivery shall apply to the deliveries made by Flux A/S – hereinafter called the Seller – to Flux A/S's customer – hereinafter called the Buyer – unless otherwise agreed in writing between the parties and unless such a separate agreement contains a provision to the effect that it shall take precedence over the present General Terms of Sale and Delivery.
- 1.2 The present Terms of Sale and Delivery shall, moreover, take precedence over any terms of purchase drawn up by the Buyer.

2.0 ORDERS:

- 2.1 If the order confirmation deviates from the Buyer's order by any surcharge, restrictions or reservations, and the Buyer finds these changes unacceptable, the Buyer must notify the Seller hereof in writing not later than eight (8) days from receipt of the order confirmation. In the event of a failure to do so, the order confirmation shall be regarded as having been accepted by the Buyer.
- 2.2 Irrespective of the quantity stated in the order confirmation, the Seller shall be entitled to deliver up to 5% in excess of the quantity stated and to deliver 5% less than the quantity stated on the order confirmation, as, in such situations, the delivery made shall be regarded as being as contracted for. The Buyer shall be under an obligation to pay for the quantity delivered.
- 2.3 All consignments will be delivered in the Seller's standard packaging. The Buyer will be debited for the additional expenses incurred for extra packaging for air freight, etc. To the extent to which the packaging must be returned in accordance with national or international rules, this shall be for the Buyer's account.
- 2.4 Acceptable minimum order line value is DKK 6.000. Reduced order line value may be accepted for a total order above DKK 20.000.

3.0 PRICES:

- 3.1 Delivery shall be made at the prices quoted in the order confirmation and fixed by the Seller.
- 3.2 All prices are exclusive of VAT and any government duty and are quoted subject to changes in public duties, materials and payroll costs, foreign exchange conditions and other trading conditions.
- 3.3 If the exchange rate has changed more than $\pm 2\%$ relative to the Danish currency between quote and confirmation date, the Seller may adjust the price on the order confirmation.
- 3.4 The prices are quoted in DKK unless otherwise agreed.
- 3.5 The Seller may, at any time, increase the price to reflect any increase in costs that is due to:
 - (a) any factor beyond the Seller's reasonable control (including foreign exchange fluctuations, currency regulations, increases or imposition in taxes and duties, and increases in labour, materials, freight, shipping or other manufacturing related costs);
 - (b) any request by the Buyer to change the delivery date(s), quantities and/or types of products or services ordered, and/or the specification; and/or
 - (c) any delay caused by instructions of the Customer and/or failure of the Customer to give the Seller adequate or accurate information or instructions.

4.0 PAYMENT:

- 4.1 The deliveries made shall fall due for payment upon delivery. Any partial delivery made will be invoiced separately, and such part deliveries shall also fall due for payment upon delivery. The terms of payment stated on the invoice shall take precedence over the above provisions.
- 4.2 In the event of any delay in payment, default interest of 1.25% will be charged for every month or part thereof from the due date of payment. The interest will be charged on the total outstanding amount incl. VAT and other expenses.

5.0 DELIVERY:

- 5.1 Delivery will be ex the Seller's warehouse and the risk for the products passes to the Buyer at the same time.
- 5.2 The Seller may facilitate upon the Buyer's request, risk and expense that the products are forwarded to the Buyer or to a designated addressee by a third-party carrier, and delivery and the passing of risks of the good shall therefore be considered to have taken place upon surrender to said carrier or upon surrender to a forwarder irrespective of whether said party is merely arranging the transport or is performing it himself.



6.0 TIME OF DELIVERY:

- 6.1 The stated time of delivery is based on all technical specifications and information about the delivery being available when the order is placed.
- 6.2 The time of delivery has been stated subject to punctual delivery of tools and materials from the Seller's sub-suppliers and, consequently, the Seller makes reservations for any delays due to circumstances beyond the control of the Seller.
- 6.3 Any statement of the time of delivery must therefore be regarded as an estimated time of delivery. The Seller shall not be liable for any direct or indirect loss incurred by the Buyer in connection with delay or non-delivery.

7.0 TITLE:

- 7.1 The Seller shall retain the title to the goods sold until the full agreed purchase price has been paid.
- 7.2 All Intellectual Property Rights in and to the products and the Services (including all deliverables and outputs thereof), together with all associated packaging, get-up, branding and trademarks, and any modifications or developments to any of the foregoing shall be owned by the Seller (or its licensors) at all times.

8.0 WARRANTY AND COMPLAINTS:

- 8.1 All products shall be delivered to the Buyer with the same complaints provisions which the Seller receives from his suppliers. The Seller's suppliers renounce any liability for the Buyer's operating loss, loss of profits and other indirect loss. Except for these warranties and complaints provisions, the Buyer cannot claim any further product warranty or right of complaint vis-à-vis the Seller.
- 8.2 To the extent to which the Buyer has himself assigned suppliers of products which form part of the deliveries made by the Seller to the Buyer, the Buyer shall bear the risk for this in any and all respects. If any defects and deficiencies are ascertained in the goods delivered, the Buyer shall be subrogated to the Seller's rights against the supplier of the products in question.
- 8.3 The Buyer shall perform all relevant inspection of the goods as soon as they are received.
- 8.4 Complaints must be made without delay, and if complaints have not been received by the Seller not later than four (4) weeks from delivery, the delivery shall be regarded as defect-free. All complaints shall be made in writing.
- 8.5 Any goods for which defects and deficiencies attributable to the Seller are ascertained within twelve (12) months from delivery and which are forwarded to the Seller carriage paid and with the necessary written complaint immediately after such defects or deficiencies have been ascertained will be repaired or replaced at the Seller's discretion. Apart from the duty to remedy such defects and deficiencies, the Seller shall have no liability for any loss incurred by the Buyer because of such defects and deficiencies. The Seller shall thus never be liable for any operating loss, loss of profits or other indirect loss.
- 8.6 The Seller's liability for damages cannot exceed the value of the goods delivered.
- 8.7 The warranty and right of complaint shall lapse if any technical changes are made to the goods delivered by the Seller to the Buyer.

9.0 COMPLIANCE:

- 9.1 The Buyer shall comply with all applicable laws, statutes, regulations, and national and international law/codes relating as to anti-bribery and anti-corruption, and as to prevent human trafficking and money laundering.
- 9.2 Further, the Buyer agrees that the products will not be used for purposes associated with any chemical, biological, nuclear weapons, or missiles capable of delivering such weapons of mass destruction, or in support of any terrorist activity or any other military use, nor will they be re-sold if it is known or suspected that they are intended to be used for such purposes.
- 9.3 The sale, resale or other disposition of certain products and related technologies or documentation may be subject to the export control laws, regulations and orders of Danish law and may also be subject to the export and/or import control laws and regulations of other countries.

10.0 SERVICE:

- 10.1 The technical specifications for the Seller's deliveries have mainly been provided by the Buyer and stated subject to changes.
- 10.2 If the Seller assists the Buyer with technical consultancy, service and other instructions, the Seller cannot incur any liability on the basis hereof.

11.0 PRODUCT LIABILITY:

- 11.1 The Seller shall only be liable for damage caused by the goods sold if it can be documented that the damage is due to an error made by the Seller or the Seller's employees and that the Buyer or subsequent purchasers should not have realized the error. However, the Seller shall never be liable for any operating loss, loss of profits or other indirect loss.
- 11.2 The Seller's liability for damage to objects cannot exceed DKK 1 million. The Seller shall only be liable for one (1) year from delivery of the goods to the Buyer for any damage which the product may cause.



12.0 FORCE MAJEURE:

12.1 If, as a result of a force majeure event, epidemic or pandemic (including any continuation of COVID-19), etc., delivery of the products is delayed for more than 90 consecutive days:

- (a) the Seller may cancel the order with Buyer on written notice, and shall not be liable for any loss or damage as a result of such cancellation or rescission; or
- (b) the Buyer may cancel the order without liability to the Seller, save that where the Products have been specially obtained for the Customer and in Sellers reasonable opinion there is no readily available market for them, the Customer may not cancel the Contract and shall remain liable to pay the Seller for the full purchase price for the products.

13.0 CANCELLATION:

13.1 Without limiting its other rights or remedies, the Seller may terminate the order with immediate effect by giving written notice to the Buyer if:

- (a) the Buyer fails to pay any amount due under the Contract on the due date for payment;
- (b) the Buyer commits any other material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of being notified in writing to do so;
- (c) the Buyer takes any step or action in connection with its entering restructuring (in Danish "rekonstruktion") as set out in Chapter 1A in the Danish Bankruptcy Act;
- (d) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- (e) the Buyer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the order is in jeopardy.

14.0 DISPUTES:

14.1 All disputes shall be settled in accordance with Danish law without regard to conflicts of law principles.

14.2 Any disagreement or dispute arising between the parties about the interpretation of the scope of the present Terms of Sale and Delivery or about matters arising out of said Terms shall be settled by the Maritime and Commercial Court in Copenhagen (Sø- og Handelsretten i København) as first instance, which has been agreed as the venue of both parties.