

TERMS AND CONDITIONS

1. Application

- 1.1 The then-current terms and conditions (Terms) apply to all agreements between Pettinaroli A/S, CVR no. 58495913 (Seller) and any commercial buyer (Buyer).
- 1.2 Any changes or additions to these Terms or other agreements are only valid if the parties have agreed in writing.

2. Terms of the agreement

- 2.1 Unless otherwise indicated on the submitted offers, offers are valid five weeks from their submission.
- 2.2 The Seller may at any given time prior to the offer's expiration, withdraw it.
- 2.3 These terms, together with the Seller's offer and order confirmations and any trade conditions, represent the total contractual basis between the parties.

3. Price

- 3.1 Product prices are based on the then-current price lists.
- 3.2 All prices are in current currency and excluding VAT, unless otherwise stated.

4. Payment

- 4.1 Payment must be made in accordance with the agreement's applicable payment terms.
- 4.2 If the parties have not made individual payment agreements, payment must occur within 30 days of the invoice date.
- 4.3 If payment is not made in accordance with the agreement's applicable payment terms, the outstanding amount is imposed with an interest rate of 4% per commenced month from the due date and until final payment is made.

5. Delivery

- 5.1 Delivery of the sold products is performed at the time stated in the order confirmation sent by the Seller.
- 5.2 Delivery is to the Buyer's address or the Buyer's designated recipient's address.
- 5.3 Shipping and handling is EXW, unless otherwise stipulated on the Seller's offer or the parties' trade conditions.
- 5.4 Any shipping costs imposed on the Buyer will always be invoiced, and cannot be paid in cash upon delivery.

6. Delays

- 6.1 If the Seller exceeds the agreed delivery time and the Seller has not invoked release of liability to this end, the Buyer may demand in writing delivery with the issuance of a final, reasonable time for delivery. This cannot be shorter than three working days. If the Seller does not deliver before the expiration of the Buyer's deadline, the Buyer may terminate the contract.
- 6.2 The Buyer cannot claim compensation for indirect losses caused by late or non-delivery.
- 6.3 If the Buyer does not terminate the Agreement, the Buyer may not claim compensation for the delay.

7. Defects

- 7.1 The buyer shall, without delay, examine all products upon receipt.
- 7.2 If a product has a defect, the Buyer is obliged to submit a written complaint and without undue delay, if the Buyer intends to invoke defect remediation.

8. Limitation of Liability

- 8.1 Unless otherwise stated in the parties' contractual basis, the Seller is not liable for operating or profit losses, loss of earnings or other indirect losses. This applies regardless of

whether the loss relates to delays, non-delivery, product liability or other deficiencies.

- 8.2 Notwithstanding any provisions to the contrary, the Seller may not be liable to the Buyer for more than what the Seller has billed the Buyer over the last 12 months.
- 8.3 The Seller cannot be held liable as a result of counselling, unless the Seller has taken on and invoiced advisory and project planning tasks to the Buyer.
- We reserve the right to printing errors, sold-out goods and VAT and tax changes.

9. Product Liability

- 9.1 The Seller's product liability follows the then-current applicable mandatory rules.
- 9.2 The Buyer is obliged to indemnify the Seller to the extent that the Seller may additionally incur product liability.

10. Force Majeure

- 10.1 The Seller remains free from liability for failure or delay in performing its obligations if it is due to force majeure and if this is invoked by the Seller.
- 10.2 Force majeure refers to circumstances that are beyond the Seller's control and that the Seller could not have foreseen. These may for example be unusual natural conditions, import bans, war, accidental destruction of all objects of this type or the batch the purchase relates to, etc.
- 10.3 Force majeure may be invoked by the Seller, despite any contrary provisions in the parties' contractual basis.
- 10.4 The Seller also remains free from liability if the Seller can substantiate that fulfilment of its obligations would be unduly burdensome for the Seller.
- 10.5 If the above conditions have caused a deficient delivery from the Seller for more than three months, both parties are entitled to terminate the agreement.

11. Disputes

- 11.1 Any dispute arising between the parties' trade shall be treated according to Danish law, with the changes specified in the parties' contractual basis.
- 11.2 The jurisdiction for all disputes is the Court in Odense.

12. Retention of title

- 12.1 Regardless of delivery and/or passing of risk, the Seller remains the owner of the products until such time as these products are paid for in full.
- 12.2 Furthermore, property in and title to the goods remains with the Seller until the Seller has received payment of the full price of all goods and services provided under any contract between the parties. Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between the Seller and Buyer. Shipping and handling is EXW, unless otherwise stipulated on the Seller's offer or the parties' trade conditions.
- 12.3 The Buyer will co-operate in all measures taken by the Seller in order to protect the Seller's ownership of the goods. Should the Buyer not comply with the terms of payment, he loses all right of disposal of the delivered goods. All costs thereby involved will be debited to the Buyer.

13. Contact

- 13.1 Questions and other inquiries may be addressed to:

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