

## TERMS AND CONDITIONS

### Delivery of equipment - including installation.

#### 1. GENERAL

1.1. These general terms and conditions of sale and delivery apply to all offers, price offers and agreements for delivery of equipment, including installation from Cnc-nordic ApS (hereinafter "Cnc-nordic") to the extent that they are not expressly deviated from by another written agreement between the parties.

1.2. The other party's (hereinafter "Buyer") terms of purchase are specifically exempt and are not applicable to the contractual relationship.

#### 2. OFFERS, ORDERS AND ORDER CONFIRMATIONS

2.1. Cnc-nordic's offer is valid for 30 days from the time of submission, unless otherwise expressly stated.

2.2. Cnc-nordic is only liable in accordance with the content of the order confirmation.

#### 3. PRODUCT INFORMATION

##### 3.1. Equipment

Cnc-nordic is obliged to supply equipment and material ("Equipment") in accordance with the agreement entered into with the buyer (the "Agreement"), and then to install the equipment in accordance with the Agreement / order confirmation.

##### 3.2. Guidance and regulations

Cnc-nordic provides service, safety and maintenance regulations, and instructions applicable to the Equipment.

#### 4. PRICE

4.1. All prices are exclusive of VAT. Cnc-nordic has the right to increase agreed prices for equipment not supplied, in line with price increases due to changes in taxes and charges.

4.2. If it has been agreed that Cnc-nordic will take equipment in exchange, the Buyer carries the risk for this until the exchange is handed over to Cnc-nordic. All exchange prices are fixed, subject to availability, providing the replacement equipment being handed over to Cnc-nordic is in the same condition as at Cnc-nordic's inspection, except for normal wear and tear, and is in accordance with regulations maintained until surrender.

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### 5. PAYMENT

#### 5.1. Payment Period

Unless otherwise agreed, the total purchase price must be paid at 30% at the conclusion of the agreement, 60% by physical delivery, and 10% by final takeover. Payment must be made net in cash within 8 days from the invoice date.

#### 5.2. Interest

If the Buyer does not pay by the due date, Cnc-nordic is entitled to charge interest from the due date in accordance with the Danish Interest Act.

#### 5.3. Postponement, readmission and revocation

If payment is not made on time, Cnc-nordic may, after notifying the Buyer in writing, defer the performance of the Agreement until payment is received. Cnc-nordic is also entitled to withhold or take back the Equipment or parts of this, as well as to close off access to software provided by Cnc-nordic. Furthermore, Cnc-nordic is entitled to terminate the Agreement by giving the Buyer written notice and is also entitled to - in addition to interest and compensation for recovery costs to claim compensation for the loss suffered.

#### 5.4. Offsetting

The buyer is not entitled to set off any counterclaims on Cnc-nordic in the purchase price, which is not recognised in writing by Cnc-nordic.

### 6. PROPERTY RESERVATION

The ownership of the Equipment remains with Cnc-nordic until the full purchase price is paid by the Buyer. The retention of title does not affect the transfer of risk, cf. section 7.1.

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### 7. DELIVERY

#### 7.1. The transition of risk

The risk of loss and damage passes to the Buyer in accordance with the agreed conditions. These conditions must be interpreted in accordance with Incoterms 2010. Unless the Parties have specifically agreed otherwise, delivery takes place Ex Works.

#### 7.2. Failure to receive delivery

If the Buyer does not accept the delivery at the time of delivery, the Buyer shall nonetheless pay the part of the purchase price due at the time of delivery, as if delivery had taken place. Cnc-nordic must provide storage for the Equipment at Buyer's risk and expense.

#### 7.3. Delivery time

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7.4. The delivery time is determined by Cnc-nordic at best estimate in accordance with the conditions that exist at the submission of the offer / conclusion of the agreement. All listed delivery times are thus stated approximately and are non-binding, unless otherwise is expressly agreed and confirmed in writing by Cnc-nordic.

### 8. INSTALLATION

#### 8.1. Preparatory work

The buyer must in good time, take care of and ensure that the necessary installations, e.g. electrical installations, are carried out and ready, and otherwise ensure that all conditions that are necessary to be able to carry out the installation, and which are necessary for proper operation of the Equipment is present. The Buyer is responsible for this preparatory work is performed in accordance with the drawings and information that are provided by Cnc-nordic. The work must be completed well in advance of the installation. In any case, the Buyer must ensure that the foundation where the equipment has to be installed, is made in accordance with Cnc-Nordic's regulations. The buyer must ensure that Cnc-Nordic's employees and / or subcontractors have the opportunity to carry out the installation work in accordance with the agreed schedule and within normal working hours. Provided that the Buyer has received notification in reasonable time in advance, the installation work may be carried out outside normal working hours in the extent to which Cnc-nordic deems it necessary.

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### 8.2. Work not covered by the Agreement

The Buyer is not, without prior written consent from Cnc-nordic, entitled to use Cnc-Nordic's employees to perform work not covered by the Agreement.

### 8.3. Delay / interruption of installation work

If the installation work is interrupted / delayed due to circumstances, for which Cnc-nordic is not responsible, Cnc-nordic is entitled to get compensation for any extra work, waiting time, time spent on extra travel or extra costs, including costs as a result of Cnc-nordic having to leave equipment at the work place for a longer period due to the delay.

## 9. DELIVERY OF THE EQUIPMENT - TAKEOVER

### 9.1. Final takeover

The Equipment is considered to have been delivered when the Equipment is taken over by the Buyer. Takeover of the Equipment is as follows:

- When the Buyer has received Cnc-Nordic's written notice that the installation is completed or if the Buyer uses the Equipment.

## 10. BUYER'S VIOLATION

Without prejudice to other rights and claims, Cnc-nordic may, in its sole discretion, choose to temporarily suspend performance of the Agreement or terminate the Agreement altogether or in part, if the Buyer:

- has not fulfilled the Buyer's obligations under the Agreement

- ceases to exist

- has been transformed into another legal entity, e.g. through merger, or has become insolvent, including, but not limited to, the commencement of liquidation, bankruptcy, reconstruction, etc.

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### **11. INVESTIGATION AND COMPLAINT**

When the Equipment has been handed over, cf. 9, the Buyer is considered to have examined the Equipment for any deficiencies that could be identified in a reasonable investigation of the Equipment. If a defect later arises which could not reasonably have been ascertained in connection with such an investigation, the Buyer shall, without undue delay, notify Cnc-nordic about this. Such notification must be announced no later than two weeks before the end of the Warranty Period. The message must contain a description of the deficiency. The Buyer must take reasonable measures to limit any damage and must in this connection follow instructions from Cnc-nordic. If the Buyer fails to give Cnc-nordic written notice of a defect within the time limits set in this clause, the Buyer loses the right to exercise default rights applicable.

### **12. CNC-NORDICS LIABILITY FOR DEFECTS**

#### 12.1. Guarantee

Cnc-nordic guarantees that the Equipment meets the standard quality and is functional as well as free from material defects. This limited warranty applies to a period of 12 months from the date of acquisition (the "Warranty Period").

#### 12.2. Limitations

Cnc-nordic is only liable for errors that occur under operating conditions, as stated in the Agreement, and by proper use of the Equipment.

Terms of sale and delivery for equipment delivery - including installation. Cnc-nordic is not responsible for defects caused by circumstances arising after the risk has been transferred to the Buyer, for example. -errors that occur due to improper or non-use, maintenance, service, or incorrect or defective repair performed by the Buyer or as in otherwise is caused by changes in the Equipment made without prior written notice acceptance from Cnc-nordic.

- Normal wear or deterioration.

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Cnc-nordic is not responsible for any defects in the Equipment that occur after the expiration of the Warranty Period, cf. section 12.1.

### 12.3. Cnc-nordic's obligation to remedy deficiencies

Upon receipt of notification pursuant to clause 11, Cnc-nordic is obliged to at its own choice; to send an employee to repair the defective part of the Equipment; or redeliver the defective part of the Equipment; or give the Buyer a reduction in the purchase price corresponding to the value of the defective part of Equipment. If Cnc-nordic chooses to repair the Equipment itself, the Buyer must at his own expense provide Cnc-nordic with access to the Equipment and ensure access to the materials that are necessary to remedy the deficiency

## 13. LIMITATION OF LIABILITY

### 13.1. Force majeure

Either Party is entitled to suspend performance of the Agreement to the extent fulfillment has been made more difficult or burdensome due to external circumstances, which cannot reasonably be prevented by the Party concerned, or for circumstances, unforeseen events or other reasons, such as that Party cannot control ("Force Majeure"). This applies, however is not limited to, to the following cases: labour disputes, national or local strikes, illegal or lawful strikes, fire, war, extensive military troops movements, riots, seizures, confiscations, embargoes, restrictions on electricity supply, currency and export restrictions, epidemics, natural disasters, extreme natural phenomena, terrorist acts and defects in deliveries from subcontractors. Events covered by this point, whether they occur before or after conclusion of the Agreement, only gives the Parties the right to suspend performance of the Agreement, if these events and their effect could not be predicted at the time for the conclusion of the Agreement.

### 13.2. product liability

Cnc-nordic is not responsible for damage to property or movables caused by the equipment after delivery. Cnc-nordic is also not responsible for any damages on products produced by the Buyer, or products in which the Buyer's products includes.

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If Cnc-nordic receives a claim for compensation from a third party for damages such as described above, the Buyer must defend Cnc-nordic and indemnify Cnc-nordic. The buyer is obliged to be sued in that court or to be sued by the arbitral tribunal dealing with claims for compensation from Cnc-nordic at the back due to alleged damage caused by the Equipment.

### 13.3. Indirect losses

Neither Party shall be liable for any loss of production, loss of turnover of the other Party, loss of use, loss of contracts or for any other indirect loss or consequential loss.

### 13.4. Maximizing responsibility

Cnc-Nordic's total liability in connection with the Agreement may not exceed 20% of the total purchase price.

## 14. INTANGIBLE PROPERTY RIGHTS AND CONFIDENTIALITY

### 14.1. Drawings and technical documents

All drawings and technical documents relating to the Equipment or its production, which is transferred from one Party to the other Party before or after the conclusion of the agreement, belong to the Sending Party. Intangible property rights to the Equipment remain with Cnc-nordic and its suppliers, unless otherwise specifically stated in the Agreement. Neither Party is entitled to, without the prior written consent of the other Party, to use drawings, technical documents or other technical information, received for purposes other than those for which they were provided. Drawings, technical documents and other technical information must not, without prior notice and the consent of the issuing Party be; used, copied, reproduced, transferred or communicated to any third party.

### 14.2. Trade secrets

Neither Party is entitled, without the prior written consent of the other Party, to disclose the third parties commercial information which is confidential or not publicly available.

## 15. Used machines

15.1 Used machines and units shall be sold in their current condition, to the exclusion of all warranty claims. Accessories shall be supplied as far as available.

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### **16. DISPUTES AND CHOICE OF LAW**

15.1. Any dispute that may arise in connection with the Agreement, including regarding the existence, validity and termination of the agreement must be decided in accordance with Danish law by the courts in Denmark.

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