

1. General information

- 1.1. The following General Terms and Conditions of Sale and Delivery (April 2018) apply to every consignment that is or shall be delivered by Randers Maskin- og Tandhjulsfabrik A/S (hereinafter referred to as "RMT") to the extent that these are not derogated from or modified in whole or in part by means of another written agreement.
- 1.2. Special terms and conditions of purchase or specific requirements for the purchased unit by the Buyer, such as specified during purchasing negotiations for instance, the Buyer's tender documents, general terms and conditions of purchase, the Buyer's placement of an order or confirmation document are not binding on RMT, unless RMT has declared in writing to agree to the special terms and conditions specified.
- 1.3. A quotation issued by RMT applies until the expiry of the date specified in the quotation concerned. If no deadline is specified, the quotation shall apply for thirty (30) days from the date of issuance.
- 1.4. An agreement may only be modified or cancelled according to a written agreement with RMT.

2. Purchase agreement; conclusion of contract

- 2.1. A final purchase agreement is not concluded until RMT has either forwarded a written confirmation of order to the Buyer (and only on the terms and conditions stipulated in the confirmation of order) or has delivered the purchased unit, whichever comes first.

3. Technical specifications, documentation, etc.

- 3.1. All drawings and technical specifications concerning the material or the manufacture hereof, which, prior to or after the conclusion of the agreement, are handed over from one party to the other, belong to the party which has handed them over. Received drawings, other technical documents or technical information may not be used without the consent of the other party for any purpose other than that stipulated at the handover. The stipulated material may not be replicated, reproduced, transferred to or otherwise brought to the knowledge of a third party without the consent of the other party.
- 3.2. In cases where the purchase agreement stipulates that the Buyer must provide RMT with detailed specifications to which the purchased unit shall conform, RMT is entitled to make its own requisite specifications required for the completion of the purchased unit in the event that the Buyer does not provide RMT with the requisite information within a reasonable period of time.
- 3.3. If the specifications provided by the Buyer prove to be difficult to implement, or if, at the discretion of RMT, these would be irresponsible or inexpedient to implement, RMT is entitled to make any changes to the purchased unit, based on a detailed notification of the Buyer to this effect, which RMT deems necessary and reasonable.
- 3.4. RMT is not under an obligation to hand over drawings, technical documentation, etc., on which the manufacture of the purchased unit is based.

4. Delivery and transport

- 4.1. Delivery is ex works (Incoterms 2010). The risk transfers to the Buyer when the consignment is made available to the Buyer at RMT's address, and the consignment is forwarded

at the expense of the Buyer. Ex works is derogated from, however, in that the Buyer shall also defray the cost of the packaging required to prepare the consignment to be forwarded.

- 4.2. The mode of conveyance is determined by the Buyer, and the conveyance is in all other respects at the expense and risk of the Buyer.
- 4.3. Any agreed or stated delivery date specified by RMT or the length of delivery time is not binding on RMT as the stated delivery time or length is only an estimate made to the best of RMT's judgement and requires at the same time that the Buyer has fulfilled the requisite or agreed formalities or terms and conditions, including punctual transfer of materials to RMT required for processing or surface treatment, and all technical and other information for effectuating the purchase agreement has been received by RMT.
- 4.4. RMT reserves the right to make part deliveries.

5. Delays

- 5.1. In the event of a delay, the Buyer is entitled to demand delivery by notifying RMT of this in writing and to set a reasonable deadline for this, which shall constitute a minimum of thirty (30) days, and which shall at the same time specify that the Buyer intends to rescind the purchase agreement if delivery is not made by this deadline.
- 5.2. If the delay is due to any circumstances that constitute grounds for exemption from liability pursuant to point 12, or are due to the Buyer's action or omission, the time of delivery will be prolonged to an extent that must be deemed reasonable.
- 5.3. Only provided that delivery has not taken place by the reasonable deadline set by the Buyer pursuant to clause 5.1, the Buyer is entitled to rescind the agreement, which in this event shall be done by notifying RMT of this in writing. However, the Buyer is not entitled to rescind the part of the purchase which, pursuant to point 4.4, has been delivered to the Buyer before RMT has received the Buyer's notification of rescission.
- 5.4. **Besides the rescission remedy specified in point 5.3, the Buyer has no other remedies for breach of contract for delay, and therefore, the Buyer may not file any claim for compensation, including for operating loss and the like, arising from the delay which has occurred.**

6. Price

- 6.1. All the prices stated by and agreed with RMT are based on the prices, excluding VAT, in effect on the date of notification. Moreover, all prices are exclusive of delivery costs and packaging, pursuant to points 4.1 and 4.2. In the event of any and all changes to exchange rates, customs and duty rates, transport costs, commodity prices, material prices, external supplier tasks or other factors that are beyond the control of RMT and which occur up until the delivery date, RMT reserves the right to adjust the agreed prices correspondingly. The exchange rate is based on the official exchange rate of Denmark's Nationalbank.
- 6.2. In addition to the agreed price, RMT is entitled to claim payment for work that is incurred as a result of the fact that materials, specifications, product information, drawings or other which the Buyer has transferred to RMT prove to be incomplete, full of mistakes or faulty.

6.3. Packaging is invoiced separately.

7. Payment

- 7.1. Payment falls due no later than thirty (30) days after the invoice date.
- 7.2. In the event of overdue payment, default interest of the amount due at any time, including previously accrued interest, costs, etc., will be charged from the due date at the official rate of discount set by Danmarks Nationalbank, with a surcharge of two (2) percentage points per month or any part thereof, until payment is made.
- 7.3. If the Buyer does not pay on time, RMT is entitled to withhold any other agreed subsequent consignment intended for the Buyer until all outstanding payments have been made. Any and all costs relating to the withholding, including the storage of the purchased unit, will added to the outstanding amount.
- 7.4. The Buyer is not entitled to withhold any part of the invoiced amount nor to offset payment in any part of the amount invoiced with any counter claim against RMT, unless this has been acknowledged and accepted in writing by RMT.
- 7.5. If the Buyer has not paid the amount in arrears after three (3) months, RMT is entitled to rescind the agreement by notifying the Buyer of this in writing, and, in addition to default interest, to claim compensation from the Buyer for any loss incurred by RMT.

8. Retention of title

- 8.1. RMT retains title to the purchased unit until payment has been made in full to the extent that retention of title is valid pursuant to applicable law.

9. Special exemption of liability clauses

- 9.1. For any and all purchases containing any form of individual manufacture and/or processing of the purchased unit according to specific requirements stipulated by the Buyer, the purchased unit will be delivered in a manner which to the best of RMT's knowledge complies with these conditions, but RMT assumes no liability for this besides being responsible for delivering this in customary good quality in terms of material and processing.
- 9.2. Liability cannot be imposed on RMT for faults and deficiencies arising from technical documents, specifications or information provided by the Buyer to RMT for implementing the purchase agreement, unless RMT has acted with gross negligence by not making allowances for this. If RMT has assisted the Buyer in preparing calculations and/or drawings for the construction of the delivered unit, RMT cannot be held liable for the correctness of the calculations or the drawings, as the Buyer is at any time responsible for providing precise specifications and drawings.
- 9.3. If the purchased unit shall be incorporated by the Buyer into one of its products and the purchased unit proves to not function satisfactorily in the Buyer's products, the Buyer alone bears the risk and responsibility for this, if the purchased unit meets the agreed specifications, with any modifications of it that RMT is entitled to implement pursuant to point 3.
- 9.4. **RMT cannot be held liable for accidental damage which has occurred at or is caused by RMT or RMT's external suppliers. To the extent that the damage is due to an error**

or neglect by RMT or an external supplier of RMT, RMT is solely liable in damages for an amount which may never exceed twice the amount of the invoice price.

9.5. In the event that damage or missing items are the result of surface treatment (including, for example, hardening, manganese phosphate coating, anodising and paint) performed by one of RMT's external suppliers, and in the event that RMT is liable for this, the compensation may never exceed twice the price of the material, point 9.4 notwithstanding.

10. Faults and deficiencies

- 10.1. Upon the physical receipt of the purchased unit and before putting it into operation, it is incumbent on the Buyer to inspect the purchased unit without delay as required by proper business procedures, including to inspect whether the purchased unit conforms to the concluded purchase agreement and the purchased unit's serviceability in relation to the Buyer's intended use.
- 10.2. RMT's liability comprises only faults and deficiencies arising within one year from the date on which the material is delivered. If materials are used more intensively than agreed or than can be considered a prerequisite at the conclusion of the agreement, this period will be shortened proportionately. Notice of any faults and deficiencies in the delivered unit that are discovered within twelve (12) months is to be given in writing to RMT no later than ten (10) days after the fault or deficiency has been or should have been discovered. The notice of complaint shall include a description of the fault/deficiency cited, including how it is manifested. If the Buyer fails to notify RMT of a fault or deficiency in writing by the deadlines specified in this point, the Buyer loses the right to file a claim arising from the fault or deficiency. If there is reason to believe that the fault or deficiency poses a risk of damage, notification of this must be given immediately.
- 10.3. In the event of a complaint being submitted too late, but where RMT enters into realistic discussions with the Buyer anyway arising from the complaint submitted, this shall be done solely on the basis of generosity, and without RMT thereby at the same time waiving the possibility of subsequently asserting that the complaint concerned has been filed too late.
- 10.4. In the event that there are faults or deficiencies in the delivered unit, which can be asserted vis-à-vis RMT, RMT is entitled and under an obligation to within a reasonable period of time, at its own discretion, to provide a replacement delivery in return for the return delivery of the faulty part of the purchased unit; to remedy the fault/deficiency; or to give the Buyer a pro rata reduction in the purchase sum, based on the defective part or parts of the delivery, whereby the fault/deficiency is deemed to remedied definitively.
- 10.5. Repair is to be done on the Buyer's premises, unless RMT deems it expedient to have the defective part of any material returned so that RMT can make the repair or replacement on its own premises. In cases where RMT decides that the material shall be returned to RMT, RMT shall pay the equivalent of the lowest possible conveyance costs. If any disassembly and assembly involve intervention in elements other than the material, the work and costs relating to this are incumbent on the Buyer.

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- 10.6. After clarification of the complaint issue, RMT has a deadline equating to RMT's normal production time for a delivery of the agreed type to fulfil RMT's obligation pursuant to point 10.4. If this does not take place, the Buyer may give RMT a reasonable deadline to remedy the fault/deficiency. If RMT has not discharged its obligations by the expiry of the above-mentioned deadline, the Buyer may have the requisite remedy performed at RMT's expense, provided that the Buyer does this in a sensible and reasonable manner, or the Buyer may rescind the purchase agreement insofar as the defective part of the purchased unit is concerned.
- 10.7. In addition to what is specified above, RMT is not liable for faults or deficiencies, including faults or deficiencies arising from ordinary wear and tear, incorrect or unusual operation, overloading, faulty maintenance and attempts to repair, adjust or modify the purchased unit that are not done by RMT or with the written consent of RMT. Thus, the Buyer may not claim other remedies for breach of contract for faults and/or deficiencies other than those specified above. Thus, RMT cannot be held liable under any circumstances, irrespective of any negligence, for operating loss, loss of profit or other indirect loss or consequential damage arising from faults/deficiencies in the delivered unit. RMT's responsibility does not cover faults or deficiencies caused by material procured by the Buyer or by structures stipulated or specified by the Buyer.
- 10.8. If the Buyer has issued a notification of fault or deficiency, as specified in point 10.2, and it turns out that no such fault or deficiency exists for which RMT can be held liable, RMT is entitled to remuneration for the work and costs incurred on RMT that arise from the complaint.

11. Product liability

- 11.1. RMT cannot be held liable for personal injury or property damage caused by the delivered unit, unless it can be documented that the damage/injury is due to intent or gross negligence exercised by RMT.
- 11.2. RMT is under no circumstances liable for costs for re-installation or re-mounting, financial loss including operating loss, time lost, loss of profit or similar indirect loss.
- 11.3. Notwithstanding the information cited above in points 11.1 and 11.2, deliveries of the purchased unit which RMT has acquired and/or purchased from an external supplier will be covered by the external suppliers' limitations of liability and complaint rules concerning product liability to the extent that this is not in contravention of the mandatory provisions of Denmark's product liability act. Information about the detailed contents of an external supplier's limitations of liability, etc., in relation to product liability are available upon request from RMT. Thus, to the extent this is compatible with mandatory legislation, RMT is not responsible for any product liability arising from such deliveries, but is solely responsible for forwarding the customer's claims to RMT's external supplier.
- 11.4. The Buyer is under an obligation to notify RMT in writing without undue delay in the event that the Buyer becomes knowledgeable that the purchased unit has been damaged or that there is a risk of such damage occurring.
- 11.5. If a third party files a claim against one party to the purchase agreement, the party concerned is under an obligation to notify the other party without undue delay.

- 11.6. If any third-party product liability is imposed on RMT, the Buyer is obliged to indemnify RMT to the same extent to which RMT's liability is limited pursuant to this point 11.
- 11.7. The Buyer undertakes to allow legal proceedings to be brought or issued with third party notice against the Buyer in the same legal venue that is processing any product liability case against RMT.

12. Disclaimer

- 12.1. Circumstances resulting in non-compliance and which are beyond the control of RMT, hereby defined as any and all circumstances whose occurrence or existence cannot be characterised as being caused by error or negligence on the part of RMT result in exemption from liability for RMT if the circumstance prevents the performance of the agreement or makes the performance unreasonably burdensome. Examples include, without limitation: fire, strike, walkout, blockade, lock-out, delayed or incomplete deliveries from external suppliers or a substantial price/cost increase of these deliveries measured in Danish kroner (DKK), obstructed input or incomplete/deficient delivery of raw materials and ancillary materials or deliveries on the whole of satisfactory quality, natural conditions, lack of means of transport, transportation accidents, mechanical breakdown, war, currency restrictions, import/export bans, interruption of operation or stoppage in general, and which are deemed to delay or prevent the manufacture or delivery of the purchased unit or which make the performance unreasonably burdensome for RMT.
- 12.2. Circumstances cited in point 12.1 do not give rise to liability if the influence of said circumstances on the fulfilment of the agreement could not have been foreseen at the contracting of the agreement.
- 12.3. If a delivery which conforms to contract or is punctual is prevented by one or more of the disclaimers cited in point 12.1, the obligation to deliver is suspended in the period of time in which the obstruction exists, so that a subsequent delayed delivered is deemed punctual. Thus, the Buyer is not entitled to rescind the purchase during the period of time in which a circumstance exempting RMT from liability as mentioned exists.
- 12.4. In the event that RMT will invoke exemption from liability, RMT is under an obligation to immediately notify the Buyer of this, specifying the cause and the time during which the obstacle is expected to last. RMT must endeavour at the same time to overcome the obstacle as quickly as possible and subsequently fulfil its contractual obligations as soon as possible.
- 12.5. The consequences of these Terms and Conditions of Sale and Delivery notwithstanding, both RMT and the Buyer may rescind the agreement by informing the other party of this in writing, if the fulfilment of the purchase agreement is prevented for more than six (6) months by a circumstance cited in point 12.1. In such instances, both RMT and the Buyer may not invoke any remedies for breach of contract vis-à-vis the other party.

13. Applicable law and venue

- 13.1. All disputes arising from this purchase agreement shall be settled pursuant to current Danish law.
- 13.2. The Court of Randers is agreed as the venue for all disputes arising from the agreement and everything relating to this

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and which cannot be amicably settled between the parties.
Any and all legal matters that may arise from the agreement shall be assessed pursuant to Danish law.

14. Other

- 14.1. In the event that one or more provisions of these Terms and Conditions of Sale and Delivery are subsequently declared invalid, this shall not affect the validity of the agreement and the other provisions, which shall remain in force and any invalid provisions shall be interpreted as implied in the purpose of the agreement and the invalid provision.
- 14.2. In the event of disputes or misunderstandings arising from the interpretation of the translation of these Terms and Conditions of Sale and Delivery, the Danish language version shall prevail.