

General Terms and Conditions for the supply of products and performance of services

1. Terms of use

1.1

The General Terms and Conditions shall apply in relation to all sales, products, or deliveries from Beritech Group (in the following referred to as "Beritech"), unless other agreement rules.

2. The agreement

2.1

Written offers and quotations given by Beritech shall be open for acceptance for a period of 14 days, from the date such an offer or quotation is received, unless expressly agreed otherwise. A deal is binding as soon as an order confirmation is given from Beritech.

2.2

The buyer is responsible for providing Beritech with all relevant information, including technical specifications, drawings and other relevant information required for Beritech, in the file formats required by Beritech.

2.3

The order confirmation constitutes the full agreement between Beritech and the Buyer. No information or data contained in product brochures, price lists or any other documents, as well as correspondence and quotations exchanged or statements made outside the Agreement etc. are intended to or will have contractual effect, unless expressly agreed otherwise.

2.4

In the event that the order confirmation does not conform with the Buyer's purchase offer, the Contract shall be entered into on the terms indicated in the order confirmation, including these Terms. The Buyer shall, without undue delay, object to such non-conformity in writing. Any deviation from the order confirmation and/or these General Terms and Conditions must be explicitly agreed in writing between Beritech and the Buyer.

3. Delivery

3.1

Delivery shall be made EXW (Incoterms 2020) at Beritech' place of business, on the time of the agreement. If no delivery date has been specified, delivery shall be made on a date deemed reasonable by Beritech.

3.2

If delivery is delayed beyond the date set in the Agreement, Beritech shall be afforded a reasonable period of not less than one 7 working days to complete the delivery. If Beritech becomes aware that a delay will

occur, Beritech shall without undue delay notify the Buyer hereof, stating the cause of the delay and, to the extent possible, the time when delivery is likely to take place.

3.3

In the event that the Buyer is unable to accept delivery at the agreed time of the delivery, Beritech will arrange transport at the Buyers expense and risk, unless a new time of delivery is agreed.

3.4

In the event of supplies of raw materials, such as steel, stainless steel, aluminum, metals etc., Beritech has the right to over- or underperform by +/- 10 %, unless expressly agreed otherwise.

3.5

In the event of delay, Beritech shall not be liable for any indirect losses, such as, but not limited to, loss of profit, operating loss, consequential losses or costs.

4. Prices and payment

4.1

Unless otherwise agreed, any prices supplied by Beritech are given in Danish Kroner (DKK), excluded VAT, other taxes, duties or governmental fees. Beritech reserves the right to adjust and change the prices in accordance with changes in any taxes, duties, governmental fees or other.

4.2

Packaging in the form of EUR-pallets are invoiced upon delivery, and is not to be returned.

4.3

The payment terms are net 20 calendar days after the invoice date, and shall take place in cash, unless otherwise stated in the invoice or expressly agreed otherwise.

4.4

In the event of late payment, Beritech is entitled to suspend the performance of any of its obligations under any agreement with the Buyer

4.5

In the event that the Buyer fails to pay in accordance to the agreement after giving notice of no less than 7 business days, Beritech preserves the rights to:

4.5.1 Cancel the agreement

4.5.2 Claim a default interest fee of no less than 15 % p.a.

4.5.3 Start legal proceedings in order to collect the full amount due including interest and documented costs.

4.5.4 Charge the Buyer of all reasonable and documented costs, including the costs of sending debt collecting notices.

4.6

In the event of cancellation of any orders made by the Buyer, Beritech is entitled to receive full compensation for its loss of profit, operating loss, consequential losses or any other costs linked to the cancellation.

5. Retention of title

5.1

Beritech shall retain title to all deliveries until payment has been made in full, including incurred costs and interest etc. Claiming retention of title shall not be considered a termination of the contract and shall not release the Buyer from performing its obligations under the contract in full.

5.2

In case Beritech Group and the Buyer has several ongoing contracts, and the Buyer has failed to perform its obligations -under one or more of these contracts, Beritech reserve the right to withhold delivery of one or any of the ongoing contracts, until all outstanding receivables have been paid.

6. Preparatory examinations, inspections, and visits at the Buyers place of work

6.1

In case preparatory examinations or inspections are required to take place at the Buyers place of work, in order for Beritech to perform its obligations and services, the Buyer shall ensure that all necessary conditions and equipment for performing the services are ready and available, including ensuring access and guidance on site.

6.2

The Buyer shall make available, free of charge and at the appropriate time, all necessary cranes, lifting equipment, transporting equipment, auxiliary tools and other supplies, including power, water, air, gas, heat and lighting etc. The Buyer shall at all times secure, that all and any safety regulations as well as working environment regulations are maintained on site.

6.3

The Buyer shall inform in writing of any relevant safety regulations, and make sure that all required safety equipment is available upon arrival.

6.4

In case it deems necessary that any Beritech personnel stays on site for a prolonged period of time, in order to perform under the contract, the Buyer shall ensure the availability of required offices, access to internet, storage facilities and lodging in the nearby neighborhood, including access to acceptable hygiene facilities and medical services.

6.5

The Buyer shall ensure that any brought tools or materials are stored safely and dry, and well protected

from damage or risk of theft or vandalism, in the period of which it is brought onto the site, and until it is processed and/or installed.

7. Liability for defects

7.1

The Buyer has a duty to inspect the delivery as soon as possible and no later than 5 working days after receipt. Any defects or non-conformity that is detected by such inspection, shall be reported by no later than 7 working days after receipt, if it is to be taking into consideration by Beritech.

7.2

In the event that a defect or non-conformity is detected, Beritech shall remedy the defects by offering the Buyer to help repair or replace the faulty item(s), by choice of Beritech. Any defects or non-conformities do not entitle the Buyer to a price reduction, compensation and/or termination of the contract.

7.3

Beritech shall not be liable for nor remedy any defects arising out of information or documents provided by the Buyer or a design stipulated or specified by the Buyer.

7.4

Beritech shall not be liable for nor remedy any defects caused by matters which arise after the risk has passed to the Buyer. Beritech shall not be liable nor remedy any defects caused by improper use of the delivered products.

8. Product liability

8.1

The Danish Product Liability Act will apply to any matter of product liability, with the limitations of liability following from these General Terms and Conditions, unless expressly agreed otherwise in writing between the parties.

8.2

Beritech is not to be held liable for any personal injury caused by a product, unless it is documented that the injury is a direct consequence of failure or gross negligence on the part of Beritech, or other for which Beritech is liable.

8.3

Beritech is not liable for any damages on buildings or inventory or movables, caused by a product after delivery has taken place.

8.4

Beritech is not liable for any damage on products produced by or stored with the Buyer or to the Buyer's products of which a Beritech product is a part.

8.5

Beritech is not liable for any consequential costs or losses, such as loss of profit, loss of business, loss of

goodwill or reputation or third party claims as a result of a defected product, unless it is proven to be a direct consequence of failure or gross negligence on the part of Beritech, or other for which Beritech is liable

8.6

The buyer shall indemnify Beritech against any third party product liability claims and protect Beritech to the extent that Beritech is not liable to the Buyer in such a case.

9. Liability limitation

9.1

Beritech is not liable for any damages, unless it is proven to be a direct consequence of failure or gross negligence on the part of Beritech, or other for which Beritech is liable.

9.2

Beritech is not liable for consequential losses, production losses, operating losses or third-party claims, due to delay or defects, unless it is proven to be a direct consequence of failure or gross negligence on the part of Beritech, or other for which Beritech is liable

9.3

Beritech' total liability for damages cannot exceed the invoiced price for the specific order giving rise to the claim.

9.4

If the Buyer rightfully terminates a contract, as a result of negligence on the part of Beritech, and the Buyer orders a similar product or supply from a third party supplier, the Buyer may claim that any additional direct and documented costs are paid by Beritech. However, the Buyer can never claim more than 10% of the original invoiced price of the defected or delayed product.

9.5

Regarding contracts of direct deliveries of raw materials, such as steel, stainless steel, aluminum, metals etc., Beritech is not liable for the Buyers losses if a delay is due to suppliers' delayed supply of the materials.

10. Force Majeure

10.1

Beritech shall not be liable for a failure to perform any of Beritech's obligations or deemed in breach thereof if the failure was due to an impediment beyond the control of Beritech. This includes but is not limited to the occurrence of delays or defects in material received from subcontractors or carriers, war, riots, vandalism and unrest, seizures by state or local authorities, strikes, lockouts, trade restrictions, bad weather conditions, fire, shortage of goods, labor or power supplies or machine breakdowns, or any other impossibility that may affect the performance.

10.2

If an event occurs as described directly above, Beritech shall be entitled to suspend the performance of its

obligations and allowed to extent the date of delivery, until the event has passed or until it is otherwise possible to perform as normal.

11. Assignment of rights and obligations

11.1

Beritech is entitled to assign all rights and obligations in relation to execution of a contract to a Third Party or to any entity within the Beritech Group.

12. Amendments

12.1

Beritech reserves the right to amend these General Terms and Conditions at any given time. The governing version can always be found at www.beritech.dk

13. Governing Law and Jurisdiction

13.1

These General Terms and Conditions are governed by Danish Law, with limitation only to the Danish conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG) which are to be disregarded.

13.2

Any dispute that may occur between Beritech and the Buyer, shall be governed by and interpreted in accordance with Danish law. Any dispute shall be settled before the court of law in Aalborg, Denmark, and any legal proceedings shall take place in Danish.