

## Terms of sale and delivery for ACo-plast A/S

### 1. The Scope

These terms of sales and delivery apply to all offers, sales and deliveries made by ACO-Plast A/S (ACO) to the Customer.

The terms can only be derogated from in writing.

### 2. Delivery

#### 2.1 Transfer of Risk

Delivery shall be ex works.

The risk for accidental destruction or damage of the goods is transferred to the Customer on delivery. This applies irrespective of whether ACO has accepted to pay the costs of delivery, cf. section 2.2.

#### 2.2 Costs of Delivery

The Customer shall pay all costs of delivery including payment for transportation and insurance.

It may be agreed in writing that ACO undertakes to pay some of the costs of delivery. Such agreements shall appear from the order confirmation to have a binding effect on ACO.

#### 2.3 Installments

ACO reserves the right to deliver by installments. The Customer shall pay any extra costs of delivery in connection with the installments.

#### 2.4 Delivery Spreads

For production reasons, ACO reserves the right to deliver a number of goods departing from the agreed number by up to 10%.

#### 2.5 Time of delivery

The time of delivery appear from the order confirmation.

#### 2.6 Packaging

ACO is responsible for sufficient packaging of the goods on delivery.

The Customer shall pay any costs in respect of special-packaging in accordance with the assessment of ACO.

### 3. Payment

#### 3.1 Maturity

Payment shall take place within net 30 days.

#### 3.2 Default Interest

If the Customer fails to pay when due, default interest will be added from the date of maturity, cf. section 3(1) of the Danish Interest Rate Act.

The default interest rate is determined pursuant to section 5 of the Danish Interest Rate Act.

#### 3.3 Set-off

The Customer is not entitled to make claims against ACO for set-off against the purchase price or for retaining payment of the purchase price as a consequence of counterclaims, unless the counterclaim is proved by final and conclusive enforceable judgment.

#### 3.4 Minimum Price

ACO-Plast A/S has a minimum invoicing basis for each order line. The minimum price is DKK 350 for intermediate products and DKK 450 for processed items.

### 4. Breach

#### 4.1 Defects

##### 4.1.1 ACO's liability

ACO is solely liable for defective goods provided the defects are due to acts or omissions that are the fault of ACO as gross negligent or deliberate.

##### 4.1.2 The Customer's duty of inspection and default notice.

The Customer shall immediately on delivery of the goods and prior to their use make a thorough inspection thereof. Provided the Customer ascertains or should ascertain any damages to the goods, the Customer shall give ACO notice hereof in writing immediately following the default is ascertained or should be ascertained and no later than 8 days after the delivery.

##### 4.1.3 Remedies for Breach concerning Defects

###### 4.1.3.1 Remedy or Replacement

When reasoned and punctual default notice has taken place, ACO at its own option undertakes to effect replacement or to remedy the defect provided ACO is liable hereof within a reasonable time, cf. section 4.1.1. Provided ACO offers remedy of the defect or replacement thereof, the Customer shall not be entitled to claim any other remedies for breach. ACO is not liable for any delay as a consequence of the remedy or replacement. Any transport in connection with the remedy or replacement shall be at the Customer's own risk.

###### 4.1.3.2 Pro Rata Reduction

Provided ACO assesses that remedy cannot be made, the Customer is entitled to a pro rata reduction of the price. The reduction is based on the relation between the value of the defective product and a non-defective product and may not exceed 15 percent of the purchase price.

###### 4.1.3.3 Termination

Provided ACO is responsible for the defect, cf. section 4.1.1, and the defect is not due to one of the factors mentioned in sections 4.4, 4.5 or 8, and that the defect is material and ACO has not remedied the defect, cf. section 4.1.3.1, the Customer is entitled by written notice to demand that delivery will take place within 14 days. If non-defective delivery fails to take place within this time-limit, the Customer is entitled to terminate the purchase by written notice to ACO. Delivery of up to 10 percent less than agreed does not constitute a breach, cf. section 2.4.

###### 4.1.3.4 Damages

Provided ACO is liable for the defect, cf. section 4.1.1, and the defect is not due to one of the factors mentioned in sections 4.4, 4.5 or 8, and the Customer chooses to terminate the purchase, cf. section 4.1.3.3, the Customer is entitled to claim damaged for his loss from ACO in accordance with Danish law, however with the limitations set out in sections 4.4, 4.5 and 8.

Damages may not exceed 15 percent of the purchase price.

##### 4.1.4 Forfeiting Remedies for Breach

The Customer forfeits the right to give notice of non-conformity if the time-limits in section 4.1.2 are not complied with.

### 4.2 Delay

#### 4.2.1 ACO's liability

ACO is solely liable for the delay provided the delay is due to acts or omissions following gross negligence or premeditation of ACO.

#### 4.2.2 Remedies for breach by delay

##### 4.2.2.1 Termination

Provided that ACO is liable for the delay, cf. section 4.2.1, and the delay is not caused by any one of the factors mentioned in sections 4.4, 4.5 or 8, the Customer may by written notice demand that delivery takes place within 14 days. If the delivery does not take place within the stipulated time-limit, the Customer is entitled to terminate the purchase. The Customer is not entitled to rely on any other remedies for breach during the period after the notice.

##### 4.2.2.2 Damages

Provided ACO is liable for the delay, cf. section 4.2.1, and the defect is not due to one of the factors mentioned in sections 4.4, 4.5 or 8, and the Customer chooses to terminate the purchase, cf. section 4.1.3.3, the Customer is entitled to claim damaged for his loss from ACO in accordance with Danish law, however with the limitations set out in sections 4.4, 4.5 and 8. Damages may not exceed 15 percent of the purchase price.

### 4.3 Right of Retention

If the Customer fails to pay an overdue amount to ACO, ACO is entitled to retain title to all orders in progress, including the material delivered by the Customer until full and complete payment including interests and costs has taken place.

### 4.4 Force Majeure

The following factors result in exclusion of liability if they prevent performance of the agreement or makes the performance unreasonably onerous: Industrial conflicts and any other circumstance which is beyond the control of the relevant party such as fire, war, mobilization or military call-ups of a corresponding extent, requisition, confiscations, exchange control regulations, rebellions and disturbances, lack of means of transportation, general scarcity of goods, restrictions in driving forces and defects in or delay of deliveries from sub-contractors which are due to any one of the circumstances mentioned herein. The party that wishes to rely on exclusion of liability shall without undue delay notify the other party of its accrual and termination in writing. In case of force majeure with the Customer, the Customer shall cover the expenses that ACO incurs to secure and protect the goods. Notwithstanding what is stipulated in the general terms of delivery, the party that has not been affected by the force majeure is entitled to terminate the agreement by written notice to the other party provided the performance of the agreement is prevented for more than 6 months by one of the above circumstances.

### 4.5 Exclusion of Liability

#### 4.5.1 Use

If the product is used more intensely than agreed or may be deemed predetermined on formation of contract, ACO's liability period will be shortened proportionately.

ACO controls the goods subject to the following conditions:

- 20 +/- 1° C
- 45 - 60 RH

ACO is not liable for the condition of the goods under any other conditions unless otherwise agreed in writing.

#### 4.5.2 Tending, Tolerance and Surface Roughness/Profile

The following standards are applied in connection with the goods pertaining to tending, tolerance and surface roughness/profile:

- Fit: Class 9 in accordance with ISO R286
- Tolerance: "medium" (m) in accordance with ISO 2768
- Surface roughness/profile: Ra 1.6 in accordance with ISO 4288:96

ACO is not liable for better tending, tolerance and surface roughness/profile than those mentioned, unless otherwise agreed in writing.

#### 4.5.3 Maintenance

ACO is not liable for remedying defects due to inadequate maintenance or incorrect mounting on the Customer's part contrary to ACO's instructions or changes made without ACO's approval or repairs that the Customer has carried out erroneously. Furthermore, ACO is not liable for remedying ordinary wear and tear or damages as a consequence of unusual use or damage.

#### 4.5.4 Indirect Loss

ACO is under no circumstances liable to product loss, lost earnings, or any other consequential damages or indirect losses.

### 5. Product liability

#### 5.1 The Danish Products Liability Act

The provisions of the Act apply to damages that are mandatory subject to Act no 372 of 7 June 1989 regarding product liability.

#### 5.2 Liabilities not covered by the Danish Products Liability Act

ACO is only liable for damages on real estate and movables and personal injury that are not covered by the provisions of the above Act if it can be proved that the damage is due to factors caused by ACO's gross negligence or deliberation.

#### 5.3 Relations between ACO and the Customer

ACO is not liable for damages occurring while the goods are in the possession of the Customer. ACO is not responsible for damages on the product itself, products manufactured by the Customer, or products which the goods are part of. Any compensation to be paid by ACO shall not exceed DKK 1,000,000 and shall under no circumstances be claimed later than 1 year after the time of delivery. ACO is under no circumstances liable for operating losses, lost earnings or other indirect losses. To the extent that product liability is imposed on ACO towards third parties, the buyer is obliged to indemnify ACO to the same extent that ACO liability is limited in accordance with the above provisions. If third parties make claims damages against one of the parties in pursuance of the product liability provisions, this party shall immediately notify the other party hereof. After notice from ACO, the Customer is obliged to accept being sued at the same court that deals with claims for damages made against ACO based on damages alleged to be caused by the goods. The interrelationship between the Customer and ACO is governed by Danish law.

### 6. Retention of Title

The goods shall remain the property of ACO until payment is effected in full to the extent that such retention of title may be agreed according to Danish law.

### 7. Designs, other Technical Documents, Tools and Test Tools

All designs, other technical documents, tools and test tools relating to the goods or the manufacturing hereof that are delivered from one party to the other before or after the formation of the agreement are the property of the party delivering them. Received designs, other technical documents or technical information shall not without the consent of the other party be used for any other purpose than that agreed for the delivery. Without the consent of the other party, the mentioned material shall not be copied, reproduced, delivered to or otherwise be brought to the knowledge of third parties, unless it is necessary for ACO's procurement of its services to the Customer.

The Customer shall indemnify ACO provided that the material delivered by the Customer is used in contravention of third parties' intellectual property rights to the material.

### 8. The Customer's own Material

#### 8.1 Keeping

The Customer is liable for the destruction or damage of the material which the Customer has delivered to ACO for the purpose of use in the manufacturing, unless it can be proved by final and conclusive unappealed decision that ACO by acts or omissions has shown gross negligence and intent in connection with the keeping of the material.

In case of the loss in respect of the destruction of the material is covered by an insurance taken out by ACO, the Customer is entitled to the part of the insurance amount pertaining to the Customer's material.

#### 8.2 Use of the material

Provided that ACO assesses that the Customer's own material cannot be used for the contemplated manufacture, ACO is not obliged to indemnify the Customer for the material used in connection with commenced manufacture or test manufacture. ACO is not obliged to use ACO's own material if the Customer's own material cannot be used in the contemplated manufacture.

### 9. Venue and governing law

#### 9.1 Venue

Any dispute between the parties in connection with the sales agreement, the terms of sale and delivery thereof, or secondary legal matters thereof shall be brought before the court in Elsinore or the Danish Eastern High Court.

#### 9.2 Governing Law

Legal matters between the parties are governed by Danish law.

### 10. Amendment of general terms

These terms of sale and delivery repudiate and replace the former terms of sale and delivery in force.

ACO may at any time make new terms of sale and delivery that after a notification will apply between the parties.