

General terms and conditions

1. In general

1.1 These terms of sale and delivery apply to delivery of products and services from Wexøe A/S and Wexøe AB (the "Seller") to the buyer (the "Buyer") unless otherwise agreed in writing.

1.2 The terms and the Seller's written attached specifications, offers and/or supplementary conditions constitute the overall agreement between the Buyer and the Seller.

1.3 When selling products from the Seller's suppliers, whether or not such products are used by the Seller in connection with the manufacture of other products, the Seller's obligations towards the Buyer are limited to the rights obtained by the Seller from his suppliers.

2. Offers, order confirmations etc.

2.1 If the offer submitted by the Seller does not state any special time stipulated for acceptance, the offer shall lapse four weeks after the date of the offer. All offers are made subject to the goods being unsold. The Buyer's order, acceptance etc. shall not be binding on the Seller until after submission of a written order confirmation.

2.2 Offers and documentation shall not be passed on to third parties.

2.3 The Seller is entitled to transfer his rights and obligations under the agreement to third parties. The Buyer can only transfer his rights and obligations under the agreement to third parties with the consent of the Seller.

3. Prices

3.1 All prices are excluding of freight, handling and administration fees, packaging, sales and utilisation charges, customs duty, VAT and other taxes and duties etc.

3.2 Until delivery has taken place, the Buyer shall accept changes to the price due to documented changes in circumstances of which the Seller is not in control, including e.g. exchange rates, prices from sub-suppliers, freight, fees, customs duty, taxes and duties.

3.3 The Seller reserves the right to charge administrative fees in connection with orders below a certain amount or volume, transport in vain, special packaging, unjustified complaints and other similar matters.

3.4 Services based on elapsed time/consumption of materials will be delivered in accordance with the Seller's disclosed rates applicable at the time when the relevant services are being delivered unless otherwise stated in the Seller's written offer or the order confirmation. Invoiced service time includes travelling time to and from the place of work and the entire period where the Seller's representatives are at the disposal for the work and any waiting time in relation to the performance (whether or not this takes place at the place of work or at another place).

4. Payment and retention of title

4.1 Payment must be made at the latest on the date specified on the invoice as the final day for payment. If such date has not been specified, payment must be made in cash on delivery. Set-off cannot take place if the claim has been disputed by the Seller. Complaints etc. do not entitle to withhold payment for deliveries.

4.2 If the Buyer does not pay on time, the Seller shall be entitled to charge a reminder fee and to calculate interest for late payment pursuant to Section 5 of the Danish Interest Act of the debt outstanding for the time being and until payment is made.

4.3 The Seller reserves his right of ownership to the products sold until the Seller has received full payment. The Buyer shall keep the supplied products separate and shall not be entitled to modify, use, sell or otherwise have at his disposal the products sold until payment is made.

5. Return

5.1 Products and packaging can only be returned after prior written agreement with the Seller.

5.2 When returning products, the products sold must be dispatched to the Seller in their original packaging. Dispatch takes place for the Buyer's own account and risk.

5.3 The products are returned against a deduction in the purchase price of minimum 15% of the net product amount. Line items with invoice amounts below DKK 200 are not credited.

6. Cancellation and change of orders

6.1 The Buyer may cancel and change an order until the time of delivery through written notification to the Seller. Orders for products manufactured to special order or customised products cannot be cancelled or changed.

6.2 When cancelling an order, the Buyer shall indemnify the Seller for direct costs by payment of reasonable cancellation and return costs.

6.3 The Seller is entitled to cancel an order at any time due to the Buyer's breach by notifying the Buyer in writing and is entitled to demand payment for reasonable cancellation and return costs as stated above.

7. Product information and product modifications

7.1 Information contained in product information and price lists is regarded as a recommendation and is only binding on the Seller to the extent that explicit reference is made hereto in the order confirmation. Information in the Seller's project material, drawings, technical data and similar is not binding on the Seller unless agreed in writing.

7.2 The Seller shall retain all rights to drawings, specifications and similar material that has been handed over to the Buyer before or after the conclusion of the agreement, and the Buyer is therefore not entitled to pass on this material without the Seller's written acceptance or otherwise make improper use of the material received.

7.3 The Seller reserves the right to make amendments to the agreed specification without giving notice and to replace products with the latest version of the product or similar product of the same form and function.

7.4 Specific requirements from the Buyer are only binding to the extent that they have been confirmed by the Seller in writing. In any case, the Seller reserves the right to reject any modification that is regarded as dangerous or technically inadvisable or is not in accordance with well-established construction and quality guidelines and standards or is incompatible with the Seller's construction or production capacity.

7.5 The Seller shall not be responsible for products manufactured and modified based on instructions from the Buyer or his representative or by means of components/products specified by the Buyer or his representative.

7.6 The Seller shall not be responsible for whether or not the product is suitable for the purpose intended by the Buyer and shall not be responsible for the products' compatibility with other of the producer's products except where this is explicitly stated in the Seller's disclosed specifications or written offer.

8. The Seller's recommendations

8.1 Inquiries about the use, properties etc. of the products are answered in a recommending, non-committal and general form. The answers must be regarded as general recommendations to the product and as non-concrete advice as to the product's fitness for the Buyer's intended purpose.

8.2 Under no circumstances does the Seller accept any project responsibility. Agreements about the Seller assisting in connection with advice, testing, support, project work, engineering, installation, mounting, commissioning assistance etc. are solely agreements that the Seller's employees shall perform well and the work is invoiced according to the time spent by the Seller's employees regardless of

whether the Buyer's intended result, effect or impact has been obtained.

9. Delivery and delay

9.1 Delivery is ex works from the Seller's address. Agreements are interpreted at conclusion of the agreement as Incoterms. The passing of the risk is therefore transferred to the Buyer when the delivery is at the disposal of the Buyer at the Seller's address regardless of whether a special agreement between the Buyer and the Seller has been made about the purchase of freight and regardless of whether in this case, the Seller has used his own employees for the transport.

9.2 The expected time of delivery is specified on the order confirmation and is determined by the Seller according to the best of his judgment in accordance with the existing circumstances at the submission of the offer/the conclusion of the agreement and with regard to products not in his own store and subject to the possibility of providing the relevant product.

9.3 Unless otherwise explicitly agreed, a postponement of the time of delivery of 14 days due to the Seller's circumstances is regarded as delivery on time in every respect to the effect that the Buyer cannot exercise any rights towards the Seller for that reason.

9.4 The Seller reserves the right to perform partial delivery.

9.5 Delayed delivery shall not entitle the Buyer to compensation.

10. Duty of inspection and complaints

10.1 At delivery, the Buyer must immediately perform such inspection of the products as required by proper business procedures.

10.2 If the Buyer wishes to assert a defect, the Buyer must immediately and within eight days after the defect has been or should have been discovered notify the Seller in writing hereof and state the nature of the defect.

10.3 If the Buyer does not give notification of defects as described above, the Buyer will lose his right to make a claim against the Seller with respect to the relevant defective matter.

11. Liability for defects

11.1 In case of a justified notification of defect on time, the Seller shall, by choice, perform remedial action of the defect through replacement delivery or remedy or repay the purchase price after return of the defective product according to the Seller's instructions.

11.2 The Seller points out that the delivered products may contain reusable materials (e.g. locking devices, plastic etc.) and reproduced parts for new parts or parts that have been subject to random use and reserves his right to use such parts in connection with remedy of defects. In addition, the Seller is entitled to perform remedial actions through delivery of renovated products.

11.3 If remedial actions are performed of the defective matter, the Buyer shall have no further claims against the Seller in this connection. If remedy or replacement delivery has not taken place within 50 days, the Buyer shall be entitled to cancel the agreement.

11.4 In those cases where the Buyer is entitled to cancel the agreement, or if the products sold are returned to the Seller with a view to replacement or remedy of defects, the product sold must be dispatched to the Seller in its original packaging and for the Buyer's own account and risk. To the extent that shipping costs etc. are inflicted on the Seller, the Seller is entitled to demand a reimbursement of these from the Buyer and deduct them from the Buyer's claim against the Seller. After completed repair or after replacement, the Buyer shall collect the repaired or replaced product from the Seller for his own account and risk.

11.5 If the Buyer's complaint should prove to be unjustified, e.g. if it appears that any defects are caused by misapplication,

negligence, incorrect installation, repair or modification performed by another than the Seller or unusual deterioration or breakdown of the product or parts thereof due to the Buyer's physical environment or electrical or electromagnetic noise, and the Seller has performed works or deliveries in connection with attempts at remedial actions or has paid freight, the Seller is entitled to invoice the work performed, deliveries and other expenses to the Buyer.

11.6 The Seller's liability for defects cannot exceed the invoiced price for the defective product.

11.7 If the Buyer has not asserted the defect towards the Seller within 12 months after the invoice date, he cannot later claim the defect. However, for hardware products sold in "opened packaging" (e.g. products returned by customers or suppliers, renovated or repaired by the factory etc.), the liability for defects shall only apply for 90 days from the invoice date. For replacement delivery of parts, replaced or repaired parts, the liability for defects applies for six months; however, for factory repairs or replacement of hardware parts and repaired and replaced hardware products sold in "opened packaging" only 30 days from the date of the relevant replacement delivery, replacement or repair; however, to the effect that the Seller's liability for defects for any part of the product sold cannot be extended to more than 18 months from the original invoice date.

11.8 Modification of or interference with the products sold without the Seller's written consent releases the Seller of any obligation.

12. In particular concerning delivery of software and firmware etc.

12.1 Unless a special agreement has been concluded to this effect, the Buyer shall only have a non-exclusive, non-assignable licence to use software and firmware in the form of object codes and without any right to sub-license, disclose, separate, decompile, reverse engineer or otherwise change the software or the firmware.

12.2 The Seller or his suppliers and licensors shall keep the right of ownership to all intellectual property rights.

12.3 The Seller does not guarantee that software or firmware supplied will function uninterrupted or that products delivered comply with the Buyer's intended use or requirements.

12.4 The Seller shall not be liable for claims in connection with (a) lawsuits arising as a result of a configuration or change that is incorporated into the hardware, firmware and software at the Buyer's request, (b) a process use requested or controlled by the Buyer or a third party, and (c) the use of firmware or software in combination with other equipment, software or materials that are not supplied by the Seller.

13. Export restrictions

13.1 Products and any related materials that are delivered or covered by a licence may be subject to export restrictions under EU and US legislation as well as the legislation in the country where the products are delivered or used. The exporter is responsible for compliance with such rules and regulations.

13.2 If EU, US or other legislation requires export authorisation for export or re-export of a product or associated technology, delivery cannot take place until the required export authorisation has been obtained.

13.3 The Buyer cannot advance a claim against the Seller in case of delay due to export restrictions. If the export authorisation is refused, the Seller shall be exempt from any obligations towards the Buyer and the Buyer cannot advance a claim against the Seller.

13.4 Products that are sold or where licence is granted under this agreement, must not be used

in relation to weapon or mass destruction purposes, including but not limited to design, development, production or use of nuclear weapons, missiles or support of missile projects, chemical or biological weapons.

14. Force majeure

14.1 The following circumstances shall result in exemption from liability if they prevent the Seller's performance of the agreement or make the performance unreasonably onerous for the Seller. Industrial conflict and any other circumstance of which the parties have no control such as fire, war, terrorism, mobilisation or military call-up of similar extent, ordering, requisitioning, exchange restrictions, export or import bans, rebellion or rioting, extraordinary regulatory interventions, shortage of transport means, general scarcity of goods, restrictions of power sources, natural disasters as well as defects in or delay of supplies from sub-suppliers caused by the circumstances mentioned in this clause.

14.2 It rests with the Seller to inform the Buyer in writing without undue delay if circumstances as those mentioned in this clause should occur.

14.3 If force majeure occurs with the Buyer, the Buyer shall cover the Seller's costs for securing and protecting the products as long as the force majeure exists.

14.4 If the performance of the agreement is prevented for more than [3] months due to force majeure, the parties shall be entitled to cancel the performed part of the agreement without compensation; however, provided that the Seller can agree the agreement with the supplier.

14.5 This provision shall apply whether or not the reason for the delay occurs before or after the expiry of the agreed time of delivery.

15. Product liability

15.1 For products that are sold with user instructions or similar, reference is made to such special attached instructions. The Seller shall not be liable for product damage to property unless the Buyer can prove that the Buyer has used/installed the product purchased in accordance with any instructions etc.

15.2 The Seller's liability for damage to property cannot exceed DKK 20,000,000. In addition, the Seller's liability is limited as stipulated in clause 16 below.

15.3 If a third party advances a claim against either party, the relevant party must immediately inform the other party hereof. The Buyer shall indemnify the Seller if the Seller is imposed with liability for a loss for which the Seller, see the clauses above, is not responsible towards the Buyer.

15.4 The Seller and the Buyer shall be under a mutual obligation to submit to a lawsuit at the court of law or the court of arbitration handling claims for damages made against one of them based on a damage that is alleged to have been caused by the product sold.

16. Limitation of liability

16.1 The Seller cannot be made responsible for indirect loss, including consequential loss, loss of goodwill or loss of profits, or any other loss arising as a result of the Buyer's lacking possibility of contractual performance of his obligations towards a third party. The above-mentioned limitation of liability shall apply whether or not the Seller should otherwise be liable pursuant to the rules on product liability or as a result of delayed or defective delivery.

17. Disputes

17.1 All disputes between the parties in relation to the agreement and matters related hereto shall be subject to Danish law regardless of the conflicts rules therein. The International Sale of Goods Act, Act no. 733 of 7 December 1988, and the United Nations Convention of 1 April 1980 on

Contracts for the International Sale of Goods (CISG) shall not apply.

17.2 Unless otherwise agreed, all disputes shall be settled at the Danish courts of law in the jurisdiction where the Seller has his place of business or as instructed by the Seller.

17.3 All legal action against the Seller shall be instituted no later than 18 months after the occurrence of the grounds for action.

[1 February 2018]