

General terms and conditions of sale, delivery and payment, hereinafter referred to as "Terms and Conditions", of Elcee ApS.

**Article 1 - Definitions**

1. The following definitions apply in these Terms and Conditions:

- (a) ELCEE: Elcee ApS, CVR-nr. 30500245;
- (b) Purchaser: the person or organisation that has concluded or wants to conclude a Contract with ELCEE;
- (c) Delivery: putting Products into the possession of the Purchaser, EXW - Ex works (Incoterms 2020), unless otherwise agreed;
- (d) Contract: the entirety of agreements between ELCEE and the Purchaser concerning the sale and Delivery of the Products to the Purchaser by ELCEE;
- (e) Parties: ELCEE and the Purchaser;
- (f) Product(s): the product or products and services sold and supplied or yet to be supplied to the Purchaser by ELCEE.

The definitions have the same meaning in the singular and the plural.

**Article 2 - Scope**

- 1. These Terms and Conditions form part of and apply to all Contracts between ELCEE and the Purchaser and also to all new Contracts as well as offers and quotations by ELCEE and additionally all (legal) acts of ELCEE with, for or in respect of the Purchaser, including non-contractual obligations.
- 2. A general reference by the Purchaser to (general) terms and conditions it applies does not lead to them being applicable. ELCEE expressly rejects the applicability of the (general) terms and conditions applied by the Purchaser.
- 3. Agreements made between the Purchaser and ELCEE that differ from the substance of the Terms and Conditions applied by ELCEE or supplement them are only valid in so far as they have been set down in writing and have been signed by both Parties as approved.
- 4. If one or more provisions in these Terms and Conditions are invalid or should be invalidated as a whole or in part at any time, the other provisions of these Terms and Conditions continue to apply in full. ELCEE and the Purchaser will then consult in order to agree new provisions to replace the invalid or invalidated provisions, the purpose and the effect of the original provisions being taken into account as far as possible.
- 5. In the event of inconsistency between a provision in a Contract concluded by ELCEE and the Purchaser and a provision in the present Terms and Conditions, the provision in the Contract will prevail.
- 6. ELCEE is always entitled to amend these Terms and Conditions unilaterally. Amendments become effective from the moment they have been published by ELCEE on its website and/or are made known to the Purchaser.
- 7. In the event these Terms and Conditions have been accepted, they shall also apply to all future agreements with the Purchaser.

**Article 3 - Offers and the conclusion of a Contract**

- 1. All quotations issued by ELCEE are without obligation. ELCEE has the right to revoke quotations issued in so far as they have not yet been accepted by the Purchaser. Quotations are valid, unless otherwise stated in the quotation, for a maximum of 14 (fourteen) days. The quotation is based on the information provided to ELCEE by the Purchaser. ELCEE cannot reasonably be bound by obvious mistakes and/or clerical errors in offers, quotations and Contracts.
- 2. The Purchaser must accept the quotation issued concerning the order by signing it and returning it to ELCEE by post, by email or by fax. A Contract between ELCEE and a Purchaser is concluded at the time that the quotation signed as approved by the Purchaser has reached ELCEE or when ELCEE has accepted the Purchaser's order in writing in the form of a confirmation of order sent to the Purchaser or if ELCEE has executed the Contract.
- 3. If the Purchaser makes reservations with regard to acceptance of the quotation or makes changes to it, the Contract will not be concluded, notwithstanding paragraph 2 of this article, until ELCEE has informed the Purchaser in writing that it agrees to the nature and content of these reservations or changes.
- 4. ELCEE is at all times entitled to refuse an order (in part) without further explanation and without in any way being liable for any damage, for example if ELCEE has an indication or suspicion that the Purchaser will not comply with its payment obligations and/or the Products are not available.
- 5. In the event ELCEE made costs for an offer or quotation, ELCEE is entitled to pass on these costs to the Purchaser in the event the offer or quotation is not accepted by the Purchaser.

**Article 4 - Execution**

- 1. ELCEE will make every effort to execute the Contract with care, as appropriate in accordance with the agreements and procedures laid down with the Purchaser in writing. All ELCEE's work will be done on the basis of a best effort obligation, unless and in so far as ELCEE has expressly promised a result in the written Contract and the result concerned has also been described in a sufficiently precise manner.
- 2. ELCEE at all times reserves the right to deploy third parties for the work.
- 3. The Purchaser guarantees the correctness of the information provided to ELCEE for the purposes of executing the Contract and will always provide all the required information and data in good time. The Purchaser will be held responsible by ELCEE for checking (design) work carried out at the Purchaser's request carefully and for notifying ELCEE of any non-conformities or inaccuracies within eight (8) calendar days of receipt thereof in accordance with the provisions in article 8 of these Terms and Conditions.
- 4. The Products may by their nature and the production process differ from the drawings, technical descriptions, dimensions, designs, scale models and calculations used by ELCEE. Non-conformities of minor importance do not give the Purchaser any right to reject the Products, discount, dissolution and/or compensation. The term non-conformities of minor importance means non-conformities that reasonably have no or a minor impact on the Product's value in use.

**Article 5 - Creditworthiness**

- 1. ELCEE at all times reserves the right to require the Purchaser to provide security for the fulfilment of its obligations towards ELCEE. In the event the Purchaser does not provide (sufficient) security within the timeframe determined by ELCEE, the Purchaser is in default by virtue of law without any written demand letter being required, and ELCEE is entitled to (partially) suspend its contractual obligations and/or to terminate the Contract in whole or in part.

**Article 6 - Prices**

- 1. The prices quoted by or on behalf of ELCEE are in DKK, euros, US dollars or Chinese RMB exclusive of VAT, based on delivery EXW - Ex works (Incoterms 2020) at the location of ELCEE or the location indicated by ELCEE and therefore exclusive of the costs of Delivery, including packaging, shipping, loading and unloading, transport, government levies and insurance, unless the Parties have stated otherwise in the Contract.
- 2. The prices agreed between ELCEE and the Purchaser apply irrespective of the fact that ELCEE delivers a quantity of Products that differs slightly (by not more than 10% (ten per cent) more or less) from the Contract.
- 3. The prices given in the catalogues, price lists or other brochures published by ELCEE are indicative and do not bind ELCEE; the Purchaser cannot derive any right whatsoever from them. The aforementioned prices may be revised or altered by ELCEE at any time.
- 4. In the case of Deliveries EXW - Ex works (Incoterms 2020) to be made by ELCEE, the prices are based on the wages and material prices applying at the time of the issue of the quotation in the country of origin, expressed in euros, US dollars or Chinese RMB and converted at the exchange rate at the time of quoting. ELCEE reserves the right to correct price variations (resulting inter alia from exchange rate changes, raw material prices and/or import and export duties) before or after a Contract is concluded between ELCEE and the Purchaser (for instance, on the definitive order by the Purchaser following approval of a sample supplied by ELCEE) and before Delivery has taken place, and to pass them on to the Purchaser, unless otherwise expressly agreed in writing.
- 5. If ELCEE does additional work on behalf of the Purchaser at the latter's expense, ELCEE is entitled to charge the Purchaser the associated costs at the time that the costs connected with this additional work are known to ELCEE. The term additional work means all the work done or Products supplied and services rendered that are not included in the original Contract.
- 6. Notwithstanding the provisions otherwise appearing in this article, ELCEE has the right to increase its prices annually at least in line with the consumer price index (all households) to be published by Danmarks Statistik).

**Article 7 - Contract term, Delivery and delivery period**

- 1. The Contract between ELCEE and the Purchaser is concluded for an indefinite period of time, unless the nature of the Contract dictates otherwise or the Parties have expressly agreed otherwise in writing.

- Contracts for an indefinite period of time may be terminated by registered letter subject to six (6) months' notice. In the case of termination by ELCEE, under no circumstances is it bound to pay any compensation.
- Contracts concluded for a definite period of time will be renewed automatically on expiry of that period of time for an identical period of time as that for which the Contract was originally concluded, unless one of the Parties has advised that it has no wish to renew by registered letter six (6) months before the end of the Contract.
- The delivery period to be observed by ELCEE starts on the latest of the following dates:
  - the date of conclusion of the Contract;
  - the date of receipt by ELCEE of the documents necessary for executing the Contract (including data, permits, etc); or
  - the date of receipt by ELCEE of the amount owed to it by the Purchaser by way of advance payment.
- A delivery period agreed between the Parties is never a deadline.
- The Products to be supplied by ELCEE are regarded as having been delivered at the time that they are ready for shipping EXW - Ex works (Incoterms 2020) at the location of ELCEE or the location indicated by ELCEE and the Purchaser has been informed about this.
- ELCEE is entitled to deliver a quantity of Products to the Purchaser that differs slightly (by not more than 10% (ten per cent) more or less) from the Contract. ELCEE is always entitled to make partial deliveries.
- The Purchaser is bound to take receipt of the Products at the time of Delivery. If the Purchaser does not wish to take receipt of the Products supplied by ELCEE for reasons of its own, they will be stored by ELCEE at the Purchaser's risk and expense. If the Purchaser fails to collect the stored Products within three (3) months of storage, ELCEE has the right to sell and supply the stored Products to third parties. ELCEE will charge the Purchaser any associated financial loss. ELCEE will also charge the Purchaser the costs incurred by ELCEE, consisting for instance of shipping, storage and administration costs.

**Article 8 - Complaints**

- The Products supplied by ELCEE must be carefully checked by the Purchaser for any defects, failures and/or non-conformities, immediately after the time of Delivery. ELCEE must be notified in writing of any visible defects within eight (8) calendar days of Delivery. Only those defects that could not in all reasonableness be discovered by the Purchaser within the aforementioned period of time but that are discovered within one (1) month of Delivery must be notified to ELCEE in writing within the latter period of time. If this does not happen, the Purchaser will be regarded as having accepted the Products supplied. The aforementioned notification must contain the most detailed possible description of the defect so that ELCEE is able to respond appropriately. The Purchaser must give ELCEE the opportunity to investigate a complaint or arrange its investigation.
- A Purchaser making a complaint does not suspend its obligation to pay. In this case the Purchaser remains bound to purchase and pay for the Products otherwise ordered.
- If the Purchaser complains in good time and it is shown that these defects or failures are a consequence of an attributable failure by ELCEE in the fulfilment of its existing obligations to the Purchaser, ELCEE will - at its discretion - arrange for repair or replacement of the Products without charge. The Purchaser may only dissolve the Contract in so far as ELCEE is unable to rectify or repair the failures or defects. In the case of replacement the Purchaser is bound to return the replaced Product to ELCEE and pass its ownership to ELCEE, unless ELCEE states otherwise.

**Article 9 - Transfer of risk and title; items provided**

- Delivery takes place EXW - Ex works (Incoterms 2020) at the location of ELCEE or the location indicated by ELCEE. The risk for direct and indirect damage to or caused by the Products supplied will pass to the Purchaser at the time of Delivery.
- ELCEE retains the title to all Products supplied until all claims ELCEE have against the Purchaser arising from the Contract are met. ELCEE has the right to demand return of the Products supplied at any time if the Purchaser is in default of his obligations under the Contract.
- If ELCEE has provided the Purchaser with items and equipment, including moulds etc. that is the property, of ELCEE in connection with the execution of the Contract the Purchaser shall refrain from acts that may lead to loss of these items (for example through specification, accession, confusion or otherwise) or burdening or encumbering with rights of third parties or damage. The Purchaser will act with due care and diligence in this regard.
- The Purchaser must at its own expense insure the items referred to in paragraph 4 on customary terms against all claims resulting from whole or partial loss or damage, irrespective of the cause.

- The Purchaser shall use the items referred to in paragraph 4 at its own risk, for the purpose for which they have been provided. This for instance means that ELCEE is not liable for damage - in whatever form and by whatever cause - that the Purchaser suffers as a result of their use, unless this damage is a result of ELCEE deliberately or wilfully acting recklessly.
- ELCEE is entitled to charge costs for the storage and maintenance of the equipment and materials ELCEE has provided in connection with the execution of the Contract. Unless otherwise agreed ELCEE is after a two year period entitled to send the equipment and materials to the Purchaser at the costs of the Purchaser or to destroy the equipment and materials if the Purchaser does not want to have the materials and equipment returned.

**Article 10 - Payment**

- Payment for the Products supplied, services rendered or work done by ELCEE must be made within 14 (fourteen) days of the invoice date, unless other payment terms have been agreed between ELCEE and the Purchaser in writing.
- The date of payment is the date on which the amount owed by the Purchaser is credited to the bank or giro account indicated by ELCEE.
- The Purchaser is not permitted any suspension or offsetting, unless otherwise expressly agreed between the Parties in writing.
- If the Purchaser exceeds the payment term stated in paragraph 1 of this article, it is in default with no further notice of default to this effect. From this time the Purchaser will owe ELCEE interest on the amount outstanding from the due date until payments is made at the rate of 8%. All other costs, both judicial and extrajudicial, that ELCEE has incurred for the collection of the unpaid amounts are for the Purchaser's account.
- If ELCEE has applied a prompt payment discount, it is only deductible if payment takes place within the period of time given in paragraph 1.
- ELCEE has the right to apply the payments made by the Purchaser first towards the payment of the oldest claims, then towards the payment of the interest due and finally towards the payment of the principal and the accrued interest.

**Article 11 - Product warranty**

- The Products to be supplied by ELCEE comply with the customary requirements and standards that may reasonably be made of them at the time of Delivery and for which they are intended in normal use. Specific quality requirements must be expressly agreed. Minor variations, customary in the sector or technical and unavoidable, and differences in quality, colour, size or finish are not regarded as being a failure and do not constitute grounds for termination of the Contract or compensation.
- The warranty referred to in paragraph 1 of this article applies for a period of six (6) months following Delivery, unless the nature of the Product dictates otherwise and unless the Parties have agreed otherwise in writing. If the warranty provided by ELCEE concerns an item that has been produced by a third party, the warranty is limited to the warranty provided by the (third party) producer of that item, unless otherwise stated in writing.
- Any form of warranty will lapse if a defect occurs as a consequence of or resulting from improper or incompetent use, consisting for instance of incorrect storage or maintenance by the Purchaser and/or by third parties, or when, without ELCEE's written consent, the Purchaser or third parties have made or have tried to make changes to the Product, other items have been fixed to it that should not have been fixed to it or if they have been processed or treated other than in the prescribed manner, as well as in the event the Purchaser has not fulfilled its (payment) obligations towards ELCEE.

**Article 12 - Force majeure**

- In addition to that which is understood in law and case law, in these Terms and Conditions the term force majeure means any circumstance independent of the will of ELCEE that makes fulfilment of the Contract impossible permanently or temporarily. The term force majeure in any event means the failure on the part of ELCEE to perform (on time) as a result of imminent risk of war, war and kindred risks, riot, fire, flooding, earthquake, water damage, factory occupation, import and export restrictions, government measures, disruptions in the supplies of energy, epidemics, pandemics, the inability to fulfil the guarantee, lack of staff, strikes, staff sickness, late delivery or unsuitability of raw and other materials, attributable failures or wrongful conduct of ELCEE's subcontractors or third parties engaged by ELCEE or solvency or liquidity problems on the part of ELCEE.
- During the period that the force majeure persists, ELCEE may suspend its obligations under the Contract. If this period lasts for more than two (2) months, either Party is entitled to terminate the Contract for the part that has not been executed, without any obligation to compensate the other Party for damage. The Purchaser

must reimburse ELCEE for the costs already incurred by ELCEE.

## Article 13 - Liability

1. Neither ELCEE, nor its staff, nor third parties engaged by ELCEE is or are liable for any damage for whatever reason and of whatever kind suffered by the Purchaser or any third party in connection with the Delivery of Products or the use of Products, the possession of Products, including inadequate fulfilment of the obligation to repair or resupply, all this except for a deliberate act or deliberate recklessness on the part of ELCEE. To the extent possible ELCEE waives its product liability. If and in so far as any liability should exist for ELCEE, it is liable exclusively for direct damage. Under no circumstances indirect damage suffered by the Purchaser is eligible for reimbursement by ELCEE. Indirect damages include but are not limited to consequential damage, transport costs, travel and subsistence expenses, loss of profit and loss of turnover or loss of income, costs in relation to disassembling and assembling, business interruption loss, penalties or environmental damage.
2. ELCEE's liability for direct damage is in any event limited in all cases to the obligation to resupply or to the obligation to pay the average invoice amount relating to the Contract over the last six (6) months preceding the damaging fact, with a maximum of the amount that ELCEE's insurance pays out where applicable, all at ELCEE's discretion.
3. There is no question of a failure, attributable or otherwise, and therefore no liability on the part of ELCEE as long as the Purchaser is in default to ELCEE, the Products have been exposed to abnormal conditions or have been used carelessly or incompetently or the Products have been stored for longer than normal and it is likely that loss of quality has occurred as a result.
4. The Purchaser indemnifies ELCEE against all claims of third parties that suffer damage in connection with the execution of the Contract and the cause of which is attributable to a party other than ELCEE and against third-party claims connect with the contracts concluded between the Purchaser and those third parties.
5. Notwithstanding the provisions in article 8 about complaints and the provisions in this article about ELCEE's liability, the time limit or expiry period of all claims and defences in respect of ELCEE in the execution of the Contract is one (1) year or any shorter period as the law provides.
6. All defences that ELCEE may derive from the agreement with the Purchaser with view to shielding from liability, may also be relied on vis-à-vis the Purchaser by ELCEE's employees and by third parties hired by it for the purpose of performing the agreement, as if its employees and the aforementioned third parties were themselves parties to the agreement.

## Article 14 - Intellectual and industrial property rights

1. On the conclusion of the Contract ELCEE retains all the intellectual property rights and database rights relating to the Product(s) to be supplied in the context of executing the Contract. Only if this has been expressly agreed will ELCEE grant a non-exclusive licence for any of its intellectual property rights on the Products.
2. ELCEE retains all the rights, including but not limited to intellectual property rights and database rights, to all the items provided to the Purchaser by ELCEE or third parties, such as – but not limited to – documents, titles, logos, articles, copy, sketches, drawings, models, photographic recordings, lithographs, films, information carriers, computer software, address files and/or data files. The Purchaser is only entitled to use these items in so far as such is strictly necessary in the context of fulfilling its obligations under the Contract and in so far as the Purchaser has met its (payment) obligations towards ELCEE.
3. The Purchaser will return all the copy, sketches, drawings, models, photographic recordings, lithographs, films, information carriers, computer software and/or data files, approved or rejected, to ELCEE, at ELCEE's request and within a month of Delivery, or at ELCEE's request archive them or following ELCEE's written consent destroy them, in which case ELCEE must be provided with proof of the destruction. The Purchaser is not entitled to make any disclosure or duplication in any form whatever without ELCEE's written consent. Returning these items is at the Purchaser's risk and expense.
4. The Purchaser guarantees that it will not breach the intellectual property rights of ELCEE or third parties and indemnifies ELCEE and its customers in respect of any breach, including comparable claims with regard to know-how, unlawful competition, etc.

## Article 15 - Confidentiality and privacy

1. The Purchaser, its staff and third parties engaged by it are obliged to maintain the strictest confidence with regard to all information concerning ELCEE that they should acquire in connection with the Contract or its execution, including the existence of the Contract and the nature of, the reason for and the result of the work done. The obligation to maintain confidence remains in effect once execution of the

Contract is complete.

2. With regard to the information provided to the Purchaser by ELCEE, the Purchaser undertakes:
  - (a) to take account of all reasonable measures for safe keeping;
  - (b) only to disseminate the information acquired in accordance with the need to know principle; and
  - (c) not to retain the information for any longer than is reasonably necessary for the execution of the Contract.
3. The Purchaser must ensure that its staff and third parties it engages sign a non-disclosure agreement covering the provisions in this article. At ELCEE's request the Purchaser will provide ELCEE with copies of these non-disclosure agreements.
4. The Purchaser guarantees that it at all times complies with all applicable legislation regarding the processing of personal data, including the General Data Protection Regulation. The Purchaser shall indemnify ELCEE and hold ELCEE harmless from and against any claims against ELCEE from third parties and persons whose personal data are processed, including penalties regarding (unlawful) processing of personal data, in so far as the Purchaser can be held liable (based upon legislation of regulation).

## Article 16 - Termination of Contract

1. If the Purchaser is in default, ELCEE, without prejudice to its other rights, has the right to terminate the Contract immediately as a whole or in part via a written notice to the Purchaser. ELCEE is entitled to terminate the Contract without paying any compensation to the Purchaser.
2. In addition ELCEE is entitled to terminate the Contract in the following events without paying any compensation to the Purchaser:
  - (a) the Purchaser's business has been closed down, is in liquidation or declared bankrupt;
  - (b) any necessary permits have been lost, (a part of) the business property or items intended for the execution of the Contract has or have been seized; or (in the case of a natural person) the Purchaser has died;
  - (c) a (legal) merger takes place; a substantial part of the control is transferred to a third party.
3. If the cases referred to above under paragraphs 1 and/or 2 occur, ELCEE's (future) claims on the Purchaser are immediately payable in full.
4. If ELCEE terminates the Contract, the Purchaser must at its own expense immediately return all the Products supplied to it as supplied in error, unless the Purchaser has fulfilled all its obligations, as a result of which there is no further retention of title on these Products.

## Article 17 - Transfer of rights and obligations

1. The Purchaser is not entitled to transfer any right arising from the Contract to third parties without ELCEE's prior written consent. The Purchaser gives ELCEE the right in advance to transfer the rights arising from the Contracts to third parties as a whole or in part.

## Article 18 - Product recall

1. The Purchaser is obliged to collect and keep the information necessary for tracing the Products. Using this 'traceability system' it must in any event be possible for the Purchaser to tell ELCEE immediately (where applicable):
  - 1) which Products specifically originate from ELCEE;
  - 2) to which customers the Products supplied by ELCEE have been resold.
2. If the Purchaser becomes aware of a defect or a suspicion of a defect in the Products supplied, it must inform ELCEE about it immediately of its own volition. The Purchaser must in any event state:
  - 1) the type of defect;
  - 2) the production data of the potentially unsafe Products supplied by ELCEE;
  - 3) the names of the customers of the potentially unsafe Products supplied by ELCEE;
  - 4) any other information that may be important.
3. If in ELCEE's opinion further information is needed for the investigation into a potentially unsafe Product and/or the measures to be taken, the Purchaser must on request provide all the relevant information that it has or that it could reasonably have at its disposal without charge.
4. ELCEE and the Purchaser will then by mutual agreement investigate whether and in so what measures are necessary to avert the danger that has arisen through a potential defect in the Product supplied by ELCEE. The measures to be taken may include a product recall.
5. ELCEE may require the Purchaser to carry out a product recall. All the costs associated with this are for the Purchaser's account, unless the cause of the product recall is attributable to a deliberate act or deliberate recklessness by ELCEE or in so far as ELCEE's liability results from mandatory law.

**Article 19 - Governing law and choice of forum**

1. All Contracts to which these Terms and Conditions apply and the obligations and disputes arising from them are governed exclusively by Danish law, even if an obligation is fulfilled as a whole or in part abroad or if a party involved in the legal relationship has its place of business there. The applicability of the Vienna Sales Convention is excluded.
2. All disputes with the Purchaser based in the European Union resulting from Contracts, or contracts that may be the consequence thereof, will be submitted exclusively to the competent court of the district of Copenhagen in Denmark. Disputes with the Purchaser that is located outside the European Union resulting from Contracts, or contracts that may be the consequence thereof, will be resolved in accordance with the Arbitration Regulations of the Danish Arbitration Institute, the place of arbitration being Copenhagen (Denmark) and the proceedings being conducted in English.

**Article 20 - Filing**

1. These Terms and Conditions apply from 25 October, 2022.