

## Terms and Conditions of Sale and Delivery for

**Twinca A/S**  
**Nr. Bjertvej 14**  
**DK-7830 Vinderup**  
**Company Registration No. 25 80 49 29**

All deliveries from Twinca A/S are subject to the GENERAL TERMS AND CONDITIONS of delivery for the supply of machinery other technical, electrical and electronic equipment (NL 92) with the following additions/modifications. In case of discrepancy between (NL92) and these terms and conditions of sale and delivery, the current terms and conditions of sale and delivery take precedence.

### Section 1. QUOTE AND PRICES

The validity of quotes given by Twinca A/S are a maximum of 30 days. Quotes are given subject unsold, which also includes Twinca A/S' subcontractors. If subcontractors change prices, quotes, etc., of Twinca A/S, Twinca A/S has right to withdraw from the quote given by Twinca A/S. Twinca A/S has the right to change its price lists at any time. Unless otherwise agreed, the sale is in accordance with the price list applicable on the order confirmation date.

Prices quoted are excluding VAT and shipping packaging, and based on prevailing price conditions for materials, wages and transport costs at the time the quote was given.

The quote is only finally binding on Twinca A/S when an order confirmation has been sent. Any conflicting or differing provisions in the Customer's purchase order or acceptance given shall not apply unless a written agreement has been entered into with Twinca A/S thereon.

### Section 2. DELIVERY TERMS

Delivery is ex-works, Vinderup, Denmark. Custom delivery is also exworks unless otherwise agreed, shipping is at the buyer's risk and expense.

Transport must be arranged by the Customer, unless otherwise agreed. However, Twinca A/S is entitled to choose transport for spare parts.

### Section 3. DELIVERY TIME

Delivery up to 10 working day before or after a specified delivery date is in every respect considered as a timely delivery, unless otherwise agreed. Twinca A/S has the right to change the delivery time.

See NL 92 point 11. The stated delivery time is subject to defect free and timely deliveries from Twinca A/S' subcontractors, as well as in cases of force majeure. See NL 92 point 37.

If delays occur, the Customer is only entitled to cancel the agreement if, when entering into the agreement, they had quantified that delivery takes place at exactly the specified date. This must be stated in the supplier's order confirmation.

### Section 4. PAYMENT TERMS

The Customer must without further demand pay the invoice amount in accordance with the invoice and order confirmation or otherwise

specified payment terms. If payment is overdue, Twinca A/S calculates 2% interest for the commenced month from the date when the invoice amount was due.

Should it be necessary to make payment reminders, Twinca A/S reserves the right to impose a reminder fee of DKK 300 for each reminder.

A bill of exchange or promissory note is not considered payment until full payment has been made.

Payment by offsetting cannot take place if the counterclaim is in dispute.

Failure to comply with the agreed payment terms, as well as justified suspicion that the buyer cannot pay, is regarded as a material breach and entitles Twinca A/S to stop further deliveries, support and subscription agreements, as well as to demand any amounts owed by the Customer, due or not, paid immediately and indemnified.

Complaints do not entitle the Customer to withhold payment for supplies delivered.

### Section 5. RETENTION OF TITLE

The ownership of the goods sold remains with Twinca A/S until the full purchase price has been paid. The Customer is obligated to insure the delivered goods to a total replacement value from the date of delivery until the full purchase price has been paid.

### Section 6. DOCUMENTATION

Machines and systems, however, not spare parts, will be accompanied by documentation in either Danish or English, upon delivery.

### Section 7. COMPLAINTS

Twinca A/S is required to remedy any defects due to faulty design, materials or workmanship, by repair or replacement of the equipment in accordance with that stated below.

Twinca A/S' liability is limited only to defects that appear within one year from the day delivery took place. If the deliverables are used more intensely than agreed or it could be foreseen when entering into the agreement, this period shall be reduced proportionately.

For parts that are replaced or repaired, see above, Twinca A/S assumes the same liabilities applicable to the original deliverables for a period of one year.

The Customer must provide written notification of a defect to Twinca A/S without undue delay after the defect has been discovered.

Notification shall contain a description of how the defect revealed itself.

If there is reason to believe that the defect may cause a risk of injury, notification must be given immediately.

If the Customer does not notify Twinca A/S in writing of a defect within the time limits specified in this section, the Customer loses their right to make a claim in respect of the defect.

After receiving written notification from the Customer, Twinca A/S must remedy the defect without undue delay. Twinca A/S shall bear the costs thereof.

The repair is carried out at the Customer's premises unless Twinca A/S considers it appropriate that the defective part or the goods should be returned, so that Twinca A/S can make reparation or replacement at their premises.

If disassembly and assembly of the part requires special knowledge, Twinca A/S is obligated to carry out such disassembly and assembly. If such special knowledge is not required, Twinca A/S' liability for the defective part is fulfilled when Twinca A/S delivers a duly repaired or replaced part to the Customer.

If the Customer has given notification and it turns out that there is no defect that Twinca A/S is liable for, Twinca A/S is entitled to claim compensation for the work and expenses incurred by Twinca A/S as a result of the claim.

If any disassembly and assembly results in an intervention in other than the delivered goods, the labour and costs are borne by the Customer.

All shipments in connection with repair or replacement as a result of timely complaints about defects for which Twinca A/S is liable, must be at Twinca A/S' expense and risk.

The Customer must follow the seller's instructions regarding the shipping method.

The Customer must bear the additional costs Twinca A/S incurs for the rectification of defects as a result of the delivery being at a place other than the agreed stated destination or, if no destination is stated, the place of delivery.

Defective parts that are replaced are to be made available to Twinca A/S' and remain Twinca A/S' property.

If Twinca A/S is not able to fulfil its obligations within a reasonable time, the Customer can give Twinca A/S written notification of a deadline to fulfil its obligations. If the obligations are not fulfilled before the expiry of the fixed deadline, the Customer can choose to:

A) carry out the repairs that are needed and/or have new parts manufactured at Twinca A/S' expense and risk, provided that the Customer does so in a reasonable manner to thereby safeguard their right of limitation of damage,

or

B) demand a proportional reduction to a maximum of 15% of the agreed purchase price.

If the defect is substantial, the Customer may instead terminate the agreement by written notification to the Twinca A/S. The Customer is also entitled to such a termination where the defect after measures referred to under a) remain substantial. Upon termination the Customer can claim compensation for their loss, however, not exceeding 15% of the agreed purchase price.

Twinca A/S' liability does not cover defects caused by equipment/material provided by the Customer, or a design prescribed or specified by them.

Twinca A/S' liability is only limited to defects that occur under the conditions of operation provided for in the agreement and with proper use of the delivered goods.

Liability does not cover defects due to causes arising after the risk has passed to the Customer. The liability does not cover, for example, defects due to faulty maintenance or incorrect installation by the Customer, changes made without Twinca A/S' written consent or repairs made by the Customer being faulty. Finally, liability does not cover normal wear and tear.

Regardless of the provisions above, Twinca A/S' liability for defects does not apply to any part of the delivered goods 2 years' after the delivery date.

Twinca A/S is not liable for defects other than those prescribed above. This applies to each loss the defect may cause including loss of profits and other economic consequential loss.

This limitation of Twinca A/S' liability do not apply if they are guilty of gross negligence.

## **Section 8. INTELLECTUAL PROPERTY RIGHTS**

The Customer has a duty to respect all intellectual property rights of the delivered goods Twinca A/S or third parties may have provided.

## **Section 9. INDIRECT LOSS**

Twinca A/S is in no way liable for operational loss, loss of profits or other indirect losses.

## **Section 10. DISPUTES AND LEGISLATION**

All disputes regarding orders or agreements/contracts shall, unless otherwise specified, be brought before a venue of Twinca A/S' choice and governed by Danish law.

This applicable law does not include Danish law's rules of international civil law. Twinca A/S can always choose to file suit against the Customer at their venue.

The supplier may also choose to refer the matter to arbitration in accordance with the Law on Arbitration.

## **Section 11. NL 92**

All deliveries are made in accordance with the provisions of NL 92, unless otherwise expressly stated above. All buyers who are not familiar with the provisions of NL 92 can obtain a copy by contacting Twinca A/S.