



ZONITH A/S General Terms & Conditions for Sale and Deliveries

1. Supplier Agreement and Scope of Application

1.1 The agreement between ZONITH A/S ("SUPPLIER") and the ordering entity ("BUYER") for products to be delivered by the SUPPLIER and any services to be rendered ("PRODUCTS") shall only be legally binding to the extent of the terms of the SUPPLIER's written order acknowledgement ("SUPPLIER AGREEMENT").

1.2 Unless otherwise agreed upon in writing, the written order acknowledgement issued by the SUPPLIER as well as the present General Terms and Conditions of Sale and Delivery shall exclusively govern the SUPPLIER AGREEMENT. Any conflicting terms and conditions by the BUYER shall hereby be rejected to their fullest extent without requiring any specific or additional statement of rejection. These General Terms and Conditions for Sale and Delivery shall also apply to repeat orders and subsequent supplies. The SUPPLIER AGREEMENT shall consist of the following documents, whereby, in the event of any contradictions or inconsistencies, the following order of precedence shall apply:

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- (1) Written order acknowledgement issued by the SUPPLIER;
- (2) SUPPLIER's quotation;
- (3) SUPPLIER's system drawings;
- (4) SUPPLIER's specifications;
- (5) These General Terms and Conditions for Sale and Delivery;
- (6) Written order placed by the BUYER.

2. Delivery

2.1 The PRODUCTS shall be delivered ex works (Incoterms 2000) from the SUPPLIER or from a company affiliated with the SUPPLIER (for example ZONITH UK).

2.2 The delivery deadlines and dates shall be approximate and shall not be considered to be legally binding, unless the SUPPLIER AGREEMENT expressly includes a binding delivery date. The delivery shall be considered completed from such point in time in which the goods are made available ex works (Incoterms 2000), or upon notification of readiness for shipment. Partial deliveries shall be permitted. If the PRODUCTS cannot be shipped for reasons beyond the SUPPLIER's reasonable control, the PRODUCTS shall be stored at the cost and the risk of the BUYER.

2.3 Any liability on the part of the SUPPLIER for late delivery of the PRODUCTS shall be excluded to the extent permitted by law.

3. Prices and Payment Terms

3.1 The sales price for the PRODUCTS shall be payable within 30 days after the date of invoice and shall be paid in Euros. The sales price shall be ex works and shall not include customs duties, taxes or any other fees.

3.2 The BUYER's right to set-off shall be excluded.

3.3 The payment due dates must be met even if transport, delivery or acceptance of the delivered PRODUCTS are delayed or made impossible for reasons beyond the SUPPLIER's reasonable control.

4. Transfer of Ownership, Risk of Loss or Damage

4.1 Title to the PRODUCTS shall be transferred to the BUYER upon SUPPLIER's receipt of the sales price in full.

4.2 The risk of loss or damage to the PRODUCTS shall be transferred to the BUYER in accordance with the delivery terms ex works (Incoterms 2000).

5. Warranty

5.1 The SUPPLIER warrants for a period of 6 (six) months after the date of delivery ex works (Incoterms 2000) ("WARRANTY PERIOD") that the PRODUCTS will be free from defects in material and workmanship and will comply with the SUPPLIER's system drawings. PRODUCTS used by the BUYER shall be deemed to be accepted.

5.2 Provided that the BUYER promptly notifies the SUPPLIER in writing during the WARRANTY PERIOD that the PRODUCTS deviate from the requirements pursuant to Article 5.1 above, the SUPPLIER shall, at its option, either replace or repair the PRODUCTS at its own expense. For repaired or replaced PRODUCTS, a new warranty period of 3 (three) months after the date of delivery ex works (Incoterms 2000) shall apply, however not exceeding 12 (twelve) months, calculated as of the date of initial delivery. Any deviations customary in the trade and deviations made as a result of regulatory provisions or to account for technical improvements shall be permitted.

5.3 The warranty shall not apply in the event of improper handling or storage of the PRODUCTS, if the PRODUCTS are combined with products from third parties (in particular, with copies of the PRODUCTS), in the event of normal wear and tear, or for any other reasons which are beyond SUPPLIER's reasonable control.

5.4 Except as set forth in this Article 5, the SUPPLIER shall neither warrant nor be held liable for any of the PRODUCTS' properties, including but not limited to their suitability for any particular purpose or for a specific quality. Furthermore, any rights, remedies, claims and demands on the part of the BUYER, including but not limited to cancellation, termination, price reduction and claims for damages shall be excluded to the maximum extent permitted by law. The SUPPLIER's liability for third party's auxiliary performance in connection with the SUPPLIER AGREEMENT shall be excluded to the extent legally permissible.

6. BUYER's Responsibilities and Indemnification

6.1 The BUYER accepts its sole responsibility for fulfilling the fundamental regulatory requirements as well as for ensuring the suitability of the PRODUCTS for their intended purpose. The BUYER shall be obligated to instruct its customers and the end users with regard to the properties, the use and the risks of the PRODUCTS in a legally compliant manner.

6.2 The BUYER agrees to defend, indemnify and hold harmless the SUPPLIER, its affiliates, officers, directors, employees and agents from and against any and all third party claims and all third party claims and all liabilities, assessment, losses, costs or damages resulting from or arising out of: a) The BUYERS breach of these terms and conditions or privacy policy; b) the BUYERS infringement or violation of any rights or privacy of a third party.

7. Limitations of Liabilities

In no event shall the SUPPLIER be liable to the BUYER for any indirect, punitive, special, incidental or consequential damages in connection with the SUPPLIER AGREEMENT, including but not limited to, loss of profits or interruption of production, loss of opportunity or business, cost of recalls or loss of reputation, any and all costs relating to delay, or claims by the BUYER's customer for such damages, whether such liability is based on contract, tort (including negligence), statute or any other basis of legal liability with respect to any contract, indemnity, tort (including negligence), under any warranty, strict liability or otherwise shall not exceed the net value of the PRODUCTS delivered. This limitation of liability shall not apply in the event and to the extent to which the SUPPLIER is responsible for gross negligence or wilful misconduct.

8. Force Majeure

8.1 The SUPPLIER's liability shall be excluded in the event of force majeure, such as but not limited to, war, riots, fire, floods, labor disputes, acts of government, coincidence, acts of the BUYER or of one of its customers, transport difficulties, problems with delivery of raw materials or any other causes beyond SUPPLIER's reasonable control, irrespective of

whether such acts of force majeure occurred at the SUPPLIER, the BUYER or a third party.

8.2 In the event of an act of force majeure, the delivery date shall be extended for the duration of the delay caused by said act of force majeure. Should the condition of force majeure last longer than three months, both the SUPPLIER and the BUYER may terminate the SUPPLIER AGREEMENT in writing giving seven days prior written notice for the delivery of PRODUCTS not yet completed. In such event, the BUYER shall be responsible for payment of the unpaid portion of the delivered PRODUCTS. Any remaining obligations to perform on either part shall no longer apply.

9. Intellectual Property and Know-how

Any and all intellectual property, including the know-how required to design, manufacture and deliver the PRODUCTS, shall remain the sole property of the SUPPLIER. Subject to the mandatory rights under any applicable intellectual property laws, the BUYER shall not be granted any rights to intellectual property or know-how.

10. Place of Performance

Place of performance for all obligations of both parties related to the SUPPLIER AGREEMENT shall be the SUPPLIER's domicile.

11. Place of Jurisdiction and Applicable Law

The SUPPLIER AGREEMENT, including the present General Terms and Conditions of Sale and Delivery, shall be subject to the laws of Denmark. Place of jurisdiction shall be the SUPPLIER's domicile. The SUPPLIER shall have the right to take legal action against the BUYER at its place of business.

12. Contact

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