

Advansor A/S – General terms and conditions of sale

These 'General terms and conditions of sale' apply to all deliveries of products and services (the 'Products') from Advansor A/S ('Advansor') to any customer (the 'Buyer'). Unless otherwise expressly agreed, these Terms are mutually binding on Advansor and the Buyer. Advansor is not bound by any terms provided by the Buyer deviating from these Terms, unless such terms have been agreed in writing between Advansor and the Buyer. Furthermore, Advansor is not bound by terms provided by the Buyer, regardless of whether Advansor has raised any objections against such terms.

1. Order confirmation

Purchase offers will only be deemed to have been accepted when the Buyer has received Advansor's written acceptance of the offer in the form of an order confirmation. Order confirmations may be submitted electronically.

2. Cancellation

Generally, orders cannot be cancelled after Advansor has issued an order confirmation because the product is custom made. If however the product after Advansor's assessment is a standardized solution cancellation can be accepted by agreement and payment of compensation. By cancellation after order confirmation has been issued until 4 weeks before delivery compensation is 25% of order value. Compensation on cancellations later than 4 weeks before delivery is 50% of order value.

3. Delivery and passing of risk

The Products will be delivered FCA (Free Carrier) Rosbjergvej 7A, 8220 Brabrand, Denmark. If delivery is delayed due to reasons on Buyers side, then Advansor is entitled to separate and store the products at Buyer's expense and risk with the labeling of the products belonging to the buyer. In such cases, the risk of the products is passed on to the buyer at the time of storage. Regardless of whether Advansor may have accepted that delivery is postponed, Advansor is entitled to invoice the products to the buyer as if the products were delivered at the agreed date and under the terms set out in clause. 6 in these terms and conditions of sale. The Buyer is responsible for taking out insurance on the Products after delivery. It is also the Buyers responsibility to insure the product that Advansor store on their premises after passing of the risk to Buyer. If the Buyer fails to provide information on mode of transport or place of delivery, Advansor will be entitled to ship the Products to the Buyer using a mode of transport chosen by Advansor to a destination designated by Advansor, such as the Buyer's place of business. All costs incidental to this will be charged to the Buyer. In case the customer does not pay the full sales value, Advansor will retain title to the product.

FCA must be interpreted in accordance with the edition of Incoterms applicable at the date of the order confirmation.

Advansor will arrange for the shipment using a carrier chosen by Advansor, if requested by the Buyer. This service will not affect the passing of risk or the insurance liability.

4. Delay

If Advansor fails to deliver at the agreed time, the Buyer may submit a written demand for delivery and set a final, reasonable deadline for delivery. If delivery is not made within this deadline, the Buyer will be entitled to cancel the purchase and claim compensation for any documented direct loss. Beyond this, the Buyer will not be entitled to assert any claims against Advansor in relation to any delay.

5. Prices

The prices of Advansor's Products are stated exclusive of VAT and other duties. In case of material exchange rate changes, state intervention or the like, Advansor reserves the right to adjust the agreed prices for Products not yet delivered.

6. Payment terms

All payments must be made within 30 days of the invoice date. Default interest at a rate of 2% per month will be charged after the due date.

7. Product information

All product information, regardless of whether such information is provided by Advansor or any of Advansor's sub-suppliers, including information on weight, dimensions, capacity or other technical data in catalogues, descriptions, prospectuses, advertisements etc., is for information only and is only binding to the extent stated expressly by Advansor in the quotation and/or the order confirmation. Specific requirements set up by the Buyer are only binding if they have been confirmed by Advansor.

8. Protected and confidential information

Any type of information not in the public domain, including drawings and technical documents, passed to the Buyer from Advansor ('Confidential information') will remain Advansor's property and must be treated confidentially by the Buyer. Confidential information may not, without the written consent of Advansor, be copied, reproduced or disclosed to any third party or used for purposes other than the one intended at the time of handing-over of such information. Confidential information must be returned on demand.

9. Changes

Advansor reserves the right to make changes to its products without notice, provided that this will not materially change the agreed technical specifications or the formal function of the Products.

10. Complaints under warranty

Claims regarding non-conformities, delays, product liability or any other claims for damages must be submitted in writing to Advansor without undue delay. Advansor undertakes, at its own discretion, to either repair or make replacement delivery of products or defective components which, following an inspection by Advansor, prove to be non-conforming due to defects in workmanship, design or materials, provided that the Buyer complains within 12 months of delivery of the Product.

Advansor's complaints procedure must be followed in the event of a complaint of non-conformities: A) Advansor sends a replacement component to the Buyer for its own account and risk, including an invoice. B) The Buyer sends the defective component to Advansor for its own account and risk (including information on the complaint, describing the alleged non-conformity and the name of Advansor's contact person). The product must be returned without any components fitted. C) If Advansor's inspection shows that the product or the component is not non-conforming, the product will be returned to the

Buyer for the Buyer's account and risk, and the invoice previously submitted to the Buyer must be paid by the Buyer. If Advansor finds any non-conformities, Advansor will submit a credit note for the invoice previously submitted.

Advansor will not bear any costs incidental to replacing defective components.

It is a condition for approval of a non-conformity that Advansor's service manuals and directions, start-up guide and similar procedures have been followed. Beyond this, the Buyer will not be entitled to assert any claims against Advansor in relation to non-conforming products.

11. Repairs without charge and defects in workmanship

In case of defects in workmanship in products/components, where the product/component is defective at the time of delivery (before start-up), Advansor may, in addition to the cover provided under Clause 10, also bear any costs incidental to the work involved in repairing/replacing the product/component. Advansor may pay compensation for the time consumed at an agreed rate.

12. Product liability

Advansor is not liable for damage caused by a product to property or movables while the product is in the Buyer's possession. Furthermore, Advansor will not be liable for damage to products produced by the Buyer or products containing products produced by the Buyer. To the extent that Advansor incurs product liability vis-à-vis a third party for such damage, the Buyer will be obliged to indemnify Advansor. In addition, the Buyer will be obliged to join Advansor as co-defendant before the court or the arbitration tribunal hearing any claims set up against Advansor due to such damage. If a third party sets up a claim against either Party for liability for such damage, such Party must immediately notify the other Party in writing.

13. Consequential damage and indirect loss

Advansor is not liable to the Buyer for any form of consequential damage or indirect loss arising from or in relation to a purchase agreement regulated by these General terms and conditions of sale, including, but not limited to production interruption or loss of profit, goodwill or data.

14. Intellectual property rights

If a product is delivered with required software, the Buyer will acquire a non-exclusive software license in the form of a right of use to the software limited to the purpose stated in the enclosed product specifications. Beyond this, the Buyer acquires no rights in the form of licenses, patents, copyrights, trademarks or other intellectual property rights related to the product. The Buyer acquires no rights to source code for the software, algorithms or the like.

15. Prohibition against resale to specific customers and countries

Advansor's Products have been produced for civilian use only. Advansor's Products may not be used or resold for purposes associated in any way with chemical, biological or nuclear weapons or missiles capable of delivering such weapons. Advansor's Products may not be sold to persons, companies or any other form of organization which are known to be or suspected of being related to any form of terrorism or illicit drug activities. Advansor's Products may be subject to statutory regulations or restrictions, and may thus be subject to restrictions on sale to countries/customers covered by export/import bans. Such restrictions must be observed when reselling Advansor's Products to such countries/customers. Advansor's Products may not be resold in case of uncertainty or suspicion as to whether the Products may be used for the above-mentioned purposes. If the Buyer is aware of or suspects that the above conditions have been breached, the Buyer must immediately notify Advansor.

16. Force majeure

Advansor is entitled to cancel orders or defer delivery of Products, and will generally not be liable for any non-delivery, non-conforming or delayed delivery fully or partly due to circumstances beyond Advansor's reasonable control, such as natural disaster, riot, unrest, war, terrorism, fire, public orders, strike, lock-out, slow-down, scarcity of goods, failing energy supply or delays in deliveries from Advansor's suppliers due to force majeure. In such case, all the Buyer's powers will be suspended or lapse. The Buyer will not be entitled to claim compensation or assert other claims against Advansor in the event that Advansor defers or cancels delivery.

17. Severability

If one or more of the provisions in these General terms and conditions of sale are declared invalid, unlawful or unenforceable, this will not affect or prejudice the validity, legality or enforceability of the other provisions.

18. Governing law and venue

Any disputes between the Parties arising out of or in relation to a purchase agreement regulated by these General terms and conditions of sale must be settled by a court of law in Aarhus, Denmark and in accordance with the law of Denmark.

Aarhus, March 1, 2018

Advansor A/S company information:

Advansor A/S	Phone: +45 7025 0030
Rosbjergvej 7A	CVR-no.: 29 40 14 62
8220 Brabrand	DK-VAT-no.: 29 40 14 62
Danmark	PL-VAT-no.: 5263199651

Bank information:

SEB Bank
P.O. Box 100
Telefon: +45 33 28 10 00

Deutsche Bank
An den Dominikanern 11-27
D 50668 Köln, Tyskland
Telefon: +49 (0)221 142-4920

DKK kontonummer: 5295-0010031656
SWIFT-kode: ESSEDKKK
IBAN-nummer: DK1352950010031656

EUR kontonummer:
SWIFT: DEUTDEDXXX
IBAN-nummer: DE53370700600191040500

Special terms and conditions agreed

Between the parties the following special terms and conditions have been agreed as a supplement to the general terms and conditions: