

Standard Terms of Sale and Delivery for Movetec Solutions Denmark ApS

1. Application

1.1 All deliveries of products (“Products”) from Movetec Solutions Denmark ApS, Lollandsvej 1, DK-5500 Middelfart, Denmark (“Movetec Solutions”) to any purchaser (“Purchaser”) shall be governed by these standard terms of sale and delivery (the “Terms”) to the extent that they are not waived in writing by Movetec Solutions. Movetec Solutions acceptance of Purchaser’s order is expressly conditioned upon Purchaser’s acceptance of these Terms and no addition to, or modification shall be binding on Movetec Solutions unless expressly agreed to in writing.

1.2 The international trade terms specified in “Incoterms 2020” shall apply between Movetec Solutions and the Purchaser.

2. Ordering

2.1 No final agreement concerning sale or delivery shall exist between Movetec Solutions and the Purchaser until Movetec Solutions has given its acceptance as an order confirmation or other explicit written confirmation.

2.2 If Movetec Solutions order confirmation does not match the Purchaser’s order, the Purchaser must complain immediately. Failure to do so means that the Purchaser shall be bound by the content of the order confirmation.

2.3 Quotations, pro forma invoices and other associated correspondence shall not be binding on Movetec Solutions.

2.4 No cancellation or alteration of orders is regarded as having been accepted Movetec Solutions has confirmed such cancellation or alteration in writing. In case of cancellation or alteration the Purchaser shall reimburse Movetec Solutions for all reasonable costs incurred in connection with the cancellation or alteration of orders.

3. Terms of delivery

3.1 All deliveries by Movetec Solutions shall be EXW Middelfart, Denmark (Incoterms 2020), and the Purchaser shall bear all risks in case of loss, damage, or delay during transport. In the absence of any agreement to the contrary, transport shall be performed using the Movetec Solutions deems best without any liability for Movetec Solutions.

3.2 Movetec Solutions undertakes to take appropriate measures to deliver on time. If a delay nevertheless occurs Movetec Solutions shall be entitled to postpone the time of delivery for up to 30 days without the Purchaser being entitled to cancel the order. A late delivery shall not entitle the Purchaser to claim compensation.

4. Tax and duty

4.1 In addition to the purchase price, the Purchaser shall pay all tax, duty or tariffs which may be levied on the Products as well as any necessary expenses connected with the approval of the Products.

5. Prices

5.1 Movetec Solutions reserves the right to change prices until a final order confirmation has been issued. Movetec Solutions also reserves the right to change the prices of confirmed orders in case of changes in production costs, salaries/wages, cost of material, sub-supplies, exchange rates, expenses imposed by public authorities, and the official discount rate.

6. Terms of payment

6.1 Payment shall be made no later than at the time of delivery EXW Middelfart, Denmark (Incoterms 2020), unless otherwise specifically agreed in writing.

6.2 If payment is delayed, Movetec Solutions shall be entitled to claim 2% interest on the purchase price per month or part of a month, as well as to withhold all future consignments. Movetec Solutions shall also be entitled to demand that the Purchaser pays all reasonable costs incurred



in connection with legal or non-legal action taken with the purpose of collecting payment. 6.3 The Purchaser shall not be entitled to withhold any payments in respect of alleged claims against Movetec Solutions unless such claims have been accepted in writing by Movetec Solutions in advance.

6.4 If the Purchaser fails to take delivery of consignments or part- consignments, which are ready for delivery on the agreed day, the Purchaser shall nonetheless pay for the Products as if delivery had taken place, in the absence of any agreement to the contrary.

7. Property rights

7.1 Until Movetec Solutions has received full payment for Products delivered, such Products shall remain the property of Movetec Solutions even though the Purchaser has started to use or process the Products or started incorporating the Products in its own application.

8. Intellectual property rights

8.1 Movetec Solutions reserves all rights to the Products and their design. Products may not be copied or given to any third parties with a view to copying the Products. All drawings and descriptions sent to the Purchaser shall remain the property of Movetec Solutions, and may not be copied, transferred or in any other way communicated with any third parties without the consent of Movetec Solutions.

8.2 If the provision in clause 8.1 is violated, the Purchaser shall pay Movetec Solutions compensation for any loss attributable to unlawful copying; and all costs incurred in connection with the legal and non-legal pursuit of Movetec Solutions rights.

8.3 In case of a development project should a third party claim intellectual property rights such as patents, design patents, copyrights, trademarks and similar rights against Movetec Solutions, the Purchaser of the project shall indemnify Movetec Solutions all costs such as

legal and court costs and any damages resulting from such claim provided that the claim is a result of the Purchaser's specifications and requirements.

9. Embedded Software

9.1 If Products are delivered with embedded software, Movetec Solutions provides the Purchaser with a non-exclusive, software license in the form of a right to use such software solely for the purposes set out in applicable Product specification. Aside from this, the Purchaser obtains no rights in form of license, patent, copyright, trademark, or other proprietary right connected with such software. The Purchaser shall not obtain any rights to software source code, nor shall the Purchaser attempt to access such source code.

9.2 If Products are delivered with embedded software, the Purchaser shall be responsible for keeping the software up to date following delivery, by installing necessary updates offered by Movetec Solutions.

10. Technical changes and approval

10.1 Movetec Solutions reserves the right to make technical and other changes in Products including ordered Products without notice if it can be done without changing the agreed technical specifications.

10.2 Movetec Solutions is not liable for absence or misinterpretation of information in catalogues and other written material drawn up by Movetec Solutions.

10.3 The Purchaser shall be fully liable for its application, use and operation of any Product, whether or not such application, use or operation has been approved by Movetec Solutions. It is the responsibility of the Purchaser to ensure that the agreed technical specifications meet the performance criteria defined by the Purchaser for their application. Movetec Solutions cannot assess the impact of all the conditions under which the Products shall be operated. This



includes but is not limited to suspension of the actuator; vibration; load curve; exposure to outside elements like temperature and moisture; duration and frequency of use, safety, etc. The suitability of the Products and the Products performance under such varying conditions can only be verified by testing and the responsibility for this testing and validation lies solely with the Purchaser. This includes but is not limited to testing the Products in the Purchaser's application and ensuring the suitability when connecting the Purchaser's or third parties' components to the Products. Products may not in any circumstances be used in aircraft or in connection with nuclear power of any kind. 10.4 The Purchaser undertakes to apply for all necessary national or international approvals of any application in which Products are used.

11. Complaints

11.1 If the Purchaser wishes to claim that the delivered Products are defective, the Purchaser must complain immediately to Movetec Solutions

11.2 The Purchaser shall inspect consignments immediately on receipt to check for any shortages, defects, errors, or any other deviations from the contract. If the Purchaser wishes to complain to Movetec Solutions, the Purchaser shall submit such complaints to Movetec Solutions no later than 5 days after receipt of the Products if the relevant defects could have been discovered during the Purchaser's inspection on receipt of the delivered Products. **11.3** Any damage or loss occurring during transport shall be of no concern to Movetec Solutions and claims in such circumstances may only be made against the transport agent concerned.

12. Cost-free repairs and replacement

12.1 At its sole discretion, Movetec Solutions agrees to repair, replace, or credit Products that are found to be defective, at time of delivery, due to faulty manufacture, design and/or defective materials, provided that Purchaser makes a claim to Movetec Solutions within 18 months from the

date of production as stipulated on the Product label, unless otherwise agreed (the "Claim Period"). If batteries are provided by Movetec Solutions as a part of a Product, the Claim Period for such batteries pursuant to this clause shall be 12 months from production as stipulated on the Product label.

12.2 If Purchaser discovers defects within the Claim Period, the Purchaser shall in writing inform Movetec Solutions of such alleged defects and the Product shall then be sent to Movetec Solutions or to any other address determined and designated by Movetec Solutions with freight and insurance paid by the sender, accompanied by a description of the reason for such return. If Movetec Solutions accepts that the Product is defective and the Purchaser has complained within the Claim Period, Movetec Solutions shall dispatch the Product after replacement or repair free of charge. Movetec Solutions shall reimburse the Purchaser for the freight costs incurred by the Purchaser in sending the defective Product to Movetec Solutions place of business, but only if Movetec Solutions has approved in writing of the method of dispatch and the costs incurred prior to the dispatch of Products. If, however, Movetec Solutions analysis shows that the Product is not defective, Movetec Solutions may return the Product to the Purchaser at Purchaser's cost and risk, and Movetec Solutions may charge a fee for the time and materials used in analyzing the allegedly defective Product.

12.3 Re-delivery or repair under this clause shall under no circumstances be performed outside Movetec Solutions places of business, unless otherwise agreed by Movetec Solutions. Movetec Solutions shall not in any circumstances remove, replace or remount Products which have been incorporated in other non-Products.

12.4 Excluded from cost-free repairs and replacements are Products delivered with embedded software where claims arise from (i) combination of Products with any hardware or software not manufactured or not provided by



Movetec Solutions; (ii) the Purchaser's specifications being different from the agreed written specifications; (iii) nonconformity not discovered by Movetec Solutions during release and quality testing nor by Purchaser during Purchaser's quality testing and approval; (iv) failure to update such software as necessary; and (v) any alteration or modification to Products, except those alternations or modifications made by Movetec Solutions or specifically agreed to by Movetec Solutions in writing.

12.5 In case of defects in software covered by clause 12.1, cf. clause 12.4 the Purchaser's sole remedy and Movetec Solutions aggregated liability shall be limited to Movetec Solutions providing and/or replacing any defective parts in the Products by supplying new software components to the Purchaser. Movetec Solutions shall not be responsible for replacement of Products or part of Products in the Purchaser's applications, including but not limited to any kind of field updates.

12.6 Unless otherwise expressly stated in these terms, Products are supplied "AS IS", "WHERE IS" and "WITH ALL FAULTS", Movetec Solutions does not extend any warranty, written, expressed nor implied for implied merchantability or fitness for particular purpose. **12.7** Products shall not be subject to clause 12.1 regarding cost-free repairs or replacement, if Movetec Solutions has determined, in its sole discretion, that the Purchaser has misused the Products in any manner, has failed to use the Products in accordance with industry standards and practices or has failed to use the Products in accordance with any instructions, if any, provided by Movetec Solutions. Further Movetec Solutions accepts no liability for wear and tear nor for Products which have been subject to violent treatment or inadequate maintenance.

13. Product liability

13.1 Movetec Solutions shall be liable for product liability in accordance with applicable legislation in this connection but does not assume liability in

any degree beyond that specified by applicable legislation.

13.2 The Purchaser shall indemnify Movetec Solutions to the extent that Movetec Solutions is liable vis-à-vis third parties for any damage or loss for which Movetec Solutions is not liable vis-à-vis the Purchaser in accordance with clause 13.1 above.

14. Limitation of liability

14.1 Movetec Solutions shall not be held responsible nor liable for any special, indirect, consequential, punitive, or exemplary damage or loss, which might arise out faulty Products, delay in the delivery of Products, product liability, recall or otherwise, irrespective of cause, including but not limited to, loss of production, loss of profit, loss of data and/or loss of goodwill. **14.2** Save for liability for death or injury caused by the negligence of Movetec Solutions and for other liability which cannot be excluded by law, in all other cases Movetec Solutions total liability (whether in contract, tort including negligence or otherwise) under or in connection with any order or these Terms or based on any claim for contribution or indemnity in respect of any single claim or series of connected claims shall not exceed the price paid for such Products as are the subject of that claim or claims in aggregate.

15. Export control

15.1 The Purchaser acknowledges that Movetec Solutions is required to comply with applicable export / import laws and regulations relating to the sale, export, import, transfer, assignment, disposal, and use of the Products. The Purchaser agrees that Products will not at any time directly or indirectly be used, exported, re-exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export / import laws and regulations.

16. Force majeure



16.1 Movetec Solutions is entitled to cancel orders or suspend delivery of Products and shall not be liable for any non-delivery, faulty or delayed delivery, which partly or wholly is caused by circumstances beyond Movetec Solutions reasonable control, including, but not limited to, riots, civil unrest, war terrorism, health emergencies, health epidemic or pandemic or any associated governmental or regulatory restrictions, fire, insurrection, requisition, seizure, embargo or defects or delays in deliveries by sub-suppliers, strikes, lockouts, slowdowns, lack of transportation, scarcity of materials, and insufficient supplies of energy. Any of Purchaser's contractual rights are suspended or become void in any such circumstances referred to in this Clause. Purchaser is not entitled to any kind of damages or to make claim whatsoever in case of cancellation or delayed delivery due to such circumstances.

17. Confidentiality

17.1 The Purchaser shall keep strictly secret and not disclose to any third party any confidential information received through doing business with Movetec Solutions.

18. Partial Invalidity

18.1 If one or more of the terms and conditions in these Terms or any part of a term is deemed invalid, unenforceable, illegal or inoperable, the validity, enforceability, legality or operability of all further terms and conditions shall not be affected or diminished thereby.

19. Applicable law and venue for disputes

19.1 Any disagreements or disputes between Movetec Solutions and the Purchaser shall be settled by Danish law without regard to its conflict of law rules.

19.2 Unless Movetec Solutions gives its written consent to a process of arbitration, which shall then take place in Copenhagen, all disputes shall be settled by legal proceedings at Movetec Solutions venue at the Court in Viborg (Retten i

Viborg) or the Western Division of the Danish High Court (Vestre Landsret), depending on the nature of the case concerned.

Effective as of 28 September 2020

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