

General terms of sale and delivery of products for business customers

1. Application

1.1 Application. General Terms of Sale and Delivery (the "Terms") apply to all agreements on Automation Lab's, CVR number 32263097, ("the Company") sale and delivery of products, spare parts, software and related services to business customers.

2. Contractual Basis

2.1 Contractual basis. Together with the Company's offer and order confirmations, the Terms constitute the entire contractual basis for the Company's sale and delivery of products, spare parts, software and related services provided to the customer (the "Contractual Basis"). The customer's purchasing terms printed on orders or otherwise communicated to the Company do not form part of the Contractual Basis.

2.2 Amendments and additions. Amendments and additions to the Contractual Basis shall only apply if the parties have agreed in writing to them.

2.3 Orders can only be considered as accepted by the Company through written acceptance or by delivery of product - whichever comes first.

2.4 The Terms cover all parts of agreed order and supersede all previous terms agreed between the parties.

3. Products, spare parts and services

3.1 Products and spare parts. Products and spare parts that the Company sells and delivers to the customer are new and comply with Danish law at the time of delivery. The Company sells and supplies spare parts for a product for at least 12 months after it has been delivered to the customer.

3.2 Services. Affiliated services that the Company sells and delivers to the customer in connection with sale and delivery of products or spare parts such as electrical assembly and programming are carried out craftsmanship correctly and comply with Danish law at the time of delivery.

3.3 Limitation. Products, spare parts, software and related services that the Company sells and delivers to the customer are intended for use in Denmark unless otherwise agreed in writing in the Contractual Basis. The Company is in no case responsible for any loss or damage attributable to use for purposes other than the agreed or for use outside the agreed geographical area. The customer shall indemnify the Company to the extent that the Company is liable for such loss or damage.

3.4 Information provided by the Company through sales material/commercial material or the Company's website is to be considered as a guide only, unless stated in the Contractual Basis.

4. Price and payment

4.1 Price. The price follows the Company's current price list at the time the Company confirms the customer's order, unless the parties have agreed otherwise in writing. All prices are exclusive of VAT.

4.2 Payment. The customer shall pay all invoices for products, spare parts, software or related services within 30 days of the invoice date, unless the parties have agreed otherwise in writing.

5. Delayed payment

5.1 Interest. If the customer fails to pay an invoice for products, spare parts, software or related services in a timely manner for reasons for which the Company is not responsible, the Company is entitled to interest on the amount due under the Interest Act.

5.2 Termination. If the customer fails to pay a due invoice for products, spare parts or related services within 14 days of receiving written request for payment from the Company, the Company has in addition to interest according to clause. 5.1 right to: (i) terminate the sale of the products, spare parts, software and/or related services to which the delay relates, (ii) terminate the sale of products, spare parts and/or related services that have not yet been delivered to the customer, or require prepayment thereof, and/or (iii) claim any other actions for breach of contract.

6. Offers, orders and order confirmations

6.1 Offers. The Company's offer is valid for 30 days from the date the offer is dated, unless otherwise stated in the offer. Acceptance of offers received by the Company after the expiry of the acceptance period is not binding on the Company, unless the Company informs the customer otherwise.

6.2 Orders. The customer must send orders for products, spare parts or related services to the Company in writing. An order must contain the following information for each ordered product, spare part or service: (i) Order number, (ii) Part number, (iii) Item description, (iv) Quantity, (v) Price, (vi) Payment terms, (vii) Delivery date, (viii) Delivery address, and (ix) Delivery terms.

6.3 Order confirmations. The Company endeavors to send confirmation or rejection of an order for products, spare parts, software or related services to the customer in writing within 2 working days of receipt of the order. Rejection of orders must be in writing to bind the Company.

6.4 Change of orders. The customer cannot change an order for products, spare parts, software or related services without the Company's written acceptance.

6.5 Inconsistent terms. If the Company's confirmation of an order for products, spare parts, software or related services does not comply with the customer's order or the Contractual Basis and the customer does not want to accept the inconsistent terms, the customer must notify the Company in writing within 2 working days upon receipt of the order confirmation. Otherwise, the customer is bound by the order confirmation.

7. Delivery

7.1 Delivery terms. In the absence of a written agreement to the contrary, the Company will supply all products and spare parts sold "ex works" Company address (Incoterms 2020).

7.2 Time of delivery. The Company delivers all sold products, spare parts, software and related services at the time set forth in the Company's order confirmation/agreement document. The Company has the right to

deliver before the agreed delivery time, unless the parties have agreed otherwise.

7.3 Examination. The customer must examine all products, spare parts, software and related services at delivery. If the customer discovers a flaw or defect which the customer wants to invoke, it must be notified in writing to the Company immediately. If a flaw or defect that the customer discovers or should have discovered is not immediately notified in writing to the Company, it cannot be claimed later.

7.4 If the Company arranges transport on behalf of the customer, the Company will invoice all associated costs plus 10% to cover administrative costs thereof.

7.5 Transport arranged by the Company is not insured unless this has been agreed in writing with the customer. The Company will invoice all costs related to insurance of transport plus 10% to cover administrative costs related to this.

8. Delayed delivery

8.1 Notification. If the Company expects a delay in the delivery of products, spare parts or related services, the Company informs the customer thereof and at the same time informs the reason for the delay and new expected delivery time.

8.2 Export/import control. The Company is not responsible for any delay due to export/import controls or necessary export licenses regardless of the countries in which the product was shipped or delivered to - applicable but not limited to the United States. Delayed delivery time on this basis must be postponed by corresponding time lapse.

8.3 Termination. If the Company fails to deliver products, spare parts, software or related

services within 30 days of the agreed delivery time for reasons for which the customer is irresponsible, the customer may cancel the order(s) affected by the delay, without notice, in writing to the Company. The customer has no other rights in connection with delayed delivery.

9. Warranty

9.1 Warranty. The Company guarantees that products, spare parts, software and related services are free from significant flaws and defects in design, materials and workmanship for 12 months after delivery.

9.2 Exceptions. The Company's warranty does not cover wearing parts such as batteries, and flaws or defects caused by: (i) ordinary wear and tear, (ii) storage, installation, use or maintenance against the Company's instructions or common practice; (iii) repairs or alterations made by anyone other than the Company, and (iv) other matters for which the Company is not responsible.

9.3 Notification. If the customer discovers a flaw or defect during the warranty period that the customer wants to invoke, it must be notified in writing to the Company immediately. If a flaw or defect that the customer discovers or should have discovered is not immediately notified in writing to the Company, it cannot be claimed later. The customer must provide the Company with the information of a notified flaw or defect requested by the Company.

9.4 Examination. Within a reasonable time after the Company has received notice from the customer of a flaw or defect and investigated the claim, the Company will notify the customer whether the flaw or defect is covered by warranty. The customer must send defective parts to the Company upon request. The customer bears the costs of any disassembly and shipping, as well as the risk of parts

during transport to the Company. The Company bears the costs and risk of parts during transport to the customer if the flaw or defect is covered by warranty.

- 9.5 Corrective action. Within a reasonable time after the Company has given notice to the customer pursuant to clause 9.4 that a flaw or defect is covered by warranty, the Company will remedy the flaw or defect by: (i) replacing or repairing defective parts, or (ii) sending parts to the customer for the customer's own replacement or repair.
- 9.6 Termination. If the Company fails to remedy any flaw or defect covered by the warranty within a reasonable time after the Company has notified the customer pursuant to clause 9.4, for reasons for which the customer is irresponsible and the flaw or defect has not been rectified within a reasonable period of at least 30 days, the customer may cancel the order(s) affected by the flaw or defect without previous notice by written notice to the Company. The customer has no other rights in the event of flaws or defects in products, spare parts, software or related services other than those expressly set out in clause 9.
- 9.7 The Company may, at its own discretion, choose to provide a replacement for the defective unit/solution as an alternative to repair. Deliveries are "ex works" and under conditions specified under clause 7.1 clause 7.4 and clause 7.5 respectively. The customer must accept the same delivery time as for the first agreed delivery of the product/solution.

10. Responsibility

- 10.1 Responsibility. Each party is responsible for its own actions and omissions under applicable law with the restrictions resulting from the Contractual Basis.

- 10.2 Product liability. The Company is responsible for product liability in respect of products and spare parts supplied, insofar as such responsibility is governed by mandatory legislation. The customer shall indemnify the Company to the extent that the Company may incur product liability in addition. Notwithstanding any contrary terms in the Contractual Basis, the Company is not liable to the customer for any indirect loss, including loss of production, sale, profit, time or goodwill, unless caused intentionally or grossly negligent.

- 10.3 Limitation. *Notwithstanding any conflicting terms in the Contractual Basis, the Company's liability to the customer cannot per calendar year in total exceed 75% of the sale of products, spare parts, software and related services that the Company has invoiced to the customer net in the immediately preceding calendar year. The limitation of liability does not apply if the Company has acted intentionally or grossly negligent.*

- 10.4 Force majeure. Notwithstanding any conflicting terms in the Contractual Basis, the Company is not liable to the customer for non-fulfilment of obligations which can be attributed to force majeure. Freedom of responsibility exists as long as force majeure exists. Force majeure is considered to be matters that are beyond the control of the Company and which the Company should not have foreseen at the conclusion of the agreement. Examples of force majeure are unusual natural conditions, war, terror, fire, flood, vandalism and labour disputes.

11. Intellectual property rights

- 11.1 Proprietary rights. The full ownership of all intellectual property rights relating to products, spare parts, software and related services, including patents, designs, trademarks and copyrights, belongs to the Company

unless otherwise agreed in writing in the Contractual Basis.

11.2 Violation. If products or spare parts delivered infringe any third party's intellectual property rights, the Company shall, at its own expense: (i) secure the customer the right to continue using the infringing products or spare parts; (ii) change the infringing products or spare parts so that they no longer infringe, (iii) replace the infringing products or spare parts with some that are not infringing, or (iv) repurchase the infringing products or spare parts at the original net purchase price less 25% per year since the delivery.

The customer has no other rights in respect of infringement of products, spare parts or affiliated services of third party's intellectual property rights.

12. Confidentiality

12.1 Disclosure and use. The customer may not disclose or use or enable others to use the Company's trade secrets or other information of any kind that is not publicly available.

12.2 Protection. The customer must not unduly obtain or attempt to obtain knowledge of or availability of the Company's confidential information as described in clause. 12.1. The customer must deal with and store the information properly in order to avoid accidental access to the knowledge of others.

12.3 Duration. The customer's obligations according to clauses 12.1-12.2 apply during the parties' trade and without any time limit after the cessation of the trade, regardless of the reason for the cessation.

13. Applicable law and venue

13.1 Applicable law. The parties' trade is in all respects subject to Danish law.

13.2 Venue. Any dispute that may arise in connection with the parties' trade must be settled by a Danish court.