

## TERMS FOR SALE AND DELIVERY for EAST METAL A/S

The following terms for sale and delivery shall apply on all deliveries of products and/or exchange of services (“Products”) from East Metal A/S (Limited Liability Company), a Danish company reg. no. 21542571, (“the Company”) to a customer (“Buyer), unless otherwise agreed in writing between the Company and the Buyer. No order submitted or adopted by the Buyer shall be deemed to be accepted by the Seller unless and when confirmed in writing by the Seller

### 1. Offer/order

The quantities specified in the offer or order confirmation from the Company shall be regarded solely as guidelines. The Company’s offers and order confirmations are, if nothing else has been agreed, given with reservations for changes in costs of material, transport, and fees, which occurs before the time of the Company’s purchase of materials and invoicing respectively. Invoicing takes place on the basis of the quantities or services actually supplied.

### 2. Packaging

Packaging is invoiced separately.

### 3. Dispatch

The Products are delivered Ex Works (Incoterms 2010) at the location provided by the Company. In case it has been agreed that the Company shall assist the Buyer with transport, the transport shall take place at the Buyer’s risk, and at the Buyer’s expense

### 4. Delivery/delay

Unless otherwise agreed in writing, the time of delivery is an estimate. The Company does not assume responsibility for costs relating to a potential delay. In the event of strike, lockout, import restrictions, other type of force majeure or production difficulties at the Company’s supplier, or other circumstances beyond the Company’s control, the estimated time of delivery will be postponed with the amount of time corresponding with the difficulty in question. In case that it is not possible to remedy the deficiency or if this can only be done with disproportionate costs, the Company reserves the right to cancel the order.

### 5. Retention of title

The ownership of the Products remains with the Company until full payment has been made (including interest and potential expenses chargeable to the Buyer).

### 6. Prices

All Product price provided are exclusive of VAT and any other kind of tax, duties or similar charges.

### 7. Payment

Terms of payment are Net cash 20 days. Payment must be made to the bank account provided by the Company. If payment is not made punctually, the Company shall be entitled to charge interest at the rate of 1.5% per month or fraction of a month.

If Company cannot obtain a credit insurance on usual terms on Buyer, or if the Buyer’s credit rating decreases after the agreement has been concluded, the Company can demand prepayment before the delivery.

The Buyer is not entitled to set off potential claims which the Buyer submits against the Company, unless the claims have been acknowledged by the Company in writing, and the Buyer is not entitled to detain any part of the purchase price on the grounds of a potential counterclaim.

### 8. Claims

Certified quality: ISO 9001 | ISO 45001 | ISO 14001 | EN 1090-1 | EN 3834-2 | EN 15085-2

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The Buyer shall examine the goods upon receipt. Claims against the Company on account of defects which are ascertained or should have been ascertained at such time or which are ascertained later shall be made forthwith. The Buyer is not entitled to make any claims regarding other defects unless the claim has been made within 8 days after the defect has been ascertained or should have been ascertained, and at the latest 12 months after the time of delivery, unless the Company in writing has assumed responsibility for defects for a longer period of time. Any claim shall contain a complete description of the defect. The Buyer is not entitled to make use of Products which the Buyer has made a claim about without prior written agreement with the company.

**9. Liability for defects**

The company's liability for defects is limited to – by the choice of the Company – (a) repair of the defects (b) replacement delivery of the Products (c) payment of a proportionate reduction of the product price corresponding with the decrease in value which the defect causes. The Company is not liable for the costs of ascertaining the defect, any dismantling, dispatch and re-installation.

When processing materials provided by the Buyer, or bought on the Buyer's expense, the Company reserves the right to an ordinary waste rate.

The Company's liability does not include:

- a) Corrosion damage if the material applied has been supplied by the Buyer, or if processing or other handling of Products have been according to the Buyer's instruction
- b) Damage caused by incorrect storing or use.
- c) Damage caused by other incorrect treatment
- d) Damage caused by unusual operational conditions
- e) Damage that can be attributed to the Buyer's design, the Buyer's use of materials, or the Buyer's choice of method of processing

**10. Product liability**

For injuries to people and damage to property resulting from defects in the Products supplied and/or services provided (product liability), the Company shall be liable solely to the extent that liability follows from mandatory statutory provisions and can be ascribed to mistakes made by the Company. The Company shall not be liable for damage to property intended for commercial use (damage to commercial property). The Buyer shall indemnify the Company to the extent that liability is imposed on the Company towards a third party for such damage or for such loss as the Company shall not be liable for according to the above.

**11. Indirect loss etc.**

In addition to the above-mentioned specific limitations of liability, the Company's liability does not include any consequential loss, loss of time, loss of profit or other indirect loss.

**12. Pull test**

Buyer shall indemnify the Company from any cost or loss resulting from pull tests carried out according to Buyer's specifications. This applies if the Product is forwarded or assigned by the Buyer for a pull test as well as when the Product is manufactured by the Company.

**13. Applicable law and disagreements**

Any dispute must be solved in accordance with Danish law. If a dispute cannot be solved peacefully between the parties, it must be settled by the City Court of Copenhagen, Denmark.