

### 1. SCOPE

1.1 These **general conditions of sale and delivery** shall apply to all deliveries from Meneta Denmark ApS and/or Meneta Advanced Shim Technology A/S (hereinafter referred to as “supplier”) to its client (hereinafter referred to as “purchaser”) unless otherwise agreed in writing.

Any modifications of or deviations from the **general conditions of sale and delivery** must be agreed in writing.

1.2 These **general conditions of sale and delivery** shall supersede any other general conditions of sale or purchase and trading terms including those of the purchaser even if not explicitly rejected by the supplier.

1.3 In this document, describing the **general conditions of sale and delivery**, all below terms and expressions shall have the meanings and **definitions** hereunder as- signed to them:

#### **“General condition(s)”**:

Shall in this context mean this very document outlining the general conditions of sale and delivery of Meneta Denmark ApS and / or Meneta Advanced Shim Technology A/S.

#### **“Product and products”**:

Shall in this context mean the object(s), goods and/or services to be supplied under the contract.

#### **“Contract and contracts”**:

Shall in this context mean agreement(s) in writing between the parties concerning supply of the product and all appendices, including agreed amendments and additions in writing to the said documents?

#### **“Supplier”**:

Shall in this context mean Meneta Denmark ApS and / or Meneta Advanced Shim Technology A/S.

#### **“Purchaser”**:

Shall in this context mean any company, estate, foundation, or private individual purchasing products, objects, goods and/or services from the supplier by contracts concluded under the general conditions.

#### **“In writing”**:

Shall in this context mean communication by document signed by both parties or by letter, fax, e-mail and by such other means as are agreed by the parties.

#### **“Gross negligence”**:

Shall in this context mean an act or omission implying either a failure to pay due regard and / or attention to serious consequences, which a conscientious contracting party would normally foresee as likely to ensue, or a de- liberate disregard of the consequences of such an act or omission.

### 2. QUOTATION AND CONCLUSION OF CONTRACT

2.1 All quotations issued by supplier are valid for the period stated in the actual quotation. In the event that such a validity period is not stated in the quotation, the validity of the quotation is, by default, limited to a period of 30 (thirty) days from quotation date.

2.2 For quotations marked with ‘E. & O. E’ (errors and omissions excepted) by the supplier, the supplier re- serves the right to alter part of or all content, to correct typing errors, to rectify miscalculations and omissions in the quotation(s) without consequence. As a result, all quotations will be finally validated and verified by the supplier at the time of concluding a contract with the purchaser.

2.3 A contract has not been concluded, established, or entered between purchaser and supplier until the purchaser has received a written confirmation from the sup- plier (either by letter, e-mail, or EDI) to which the general conditions form an integral part.

### 3. PRODUCT AND TECHNICAL INFORMATION

3.1 All information and data contained in the supplier’s general product documentation and price lists shall be binding only to the extent that they are by reference in writing expressly included in the contract.

3.2 All drawings and technical documents relating to the product, or its manufacture submitted by one party to the other, prior, or subsequent to the establishment and / or conclusion of the contract, shall remain the property of the submitting party.

3.3 Drawings, technical documents or other technical information received by one party shall not, without

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the consent of the other party, be used for any other purpose than that for which they were provided. They must not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted, or communicated to a third party.

3.4 The supplier makes no representations or warranties neither expressed nor implied concerning the validity, accuracy or applicability of data provided from tests or services carried out by the supplier unless expressly stated otherwise in the contract. All descriptions of dimensions and technical data stated in catalogues prepared by the supplier are approximations.

### 4. DELIVERY. PASSING AND / OR TRANSFER OF RISK

#### 4.1. PLACE OF DELIVERY

Unless otherwise agreed in the contract, the place of delivery shall be ex works the supplier's facility. Any agreed trade term shall be construed in accordance with Incoterms 2010.

#### 4.2 PASSING OF RISK

Unless otherwise agreed in the contract, the risk of loss of or damage to the products shall pass to the purchaser at the time when the products have been placed at the disposal of the purchaser in accordance with clause 4.1.

#### 4.3. PACKING

Unless otherwise agreed in the contract, the purchase price of the products does not include the cost for export seaworthy packing of the products.

#### 4.4 CONSECUTIVE DELIVERIES

If the contract entails consecutive deliveries of the products, each delivery shall be considered as a separate sale of the products. In the event of delays or defects in such separate deliveries, the purchaser is consequently not entitled to terminate the entire contract. However, if the date of delivery is extended due to circumstances referred to in clause 5.2, the supplier is entitled to extend the date of delivery of the consecutive deliveries accordingly.

### 5. TIME OF DELIVERY. DELAY

5.1 If either of the parties anticipate that they are unable to deliver or receive the product at the agreed time of delivery, he shall forthwith and no

later than 24 hours before the time of delivery notify the other party thereof in writing, stating the reason and, if possible, the time when delivery or receipt can be expected. If the supplier or purchaser fail to give such notice, the other party shall be entitled to compensation for any reasonable and documented additional costs which he incurs and which he could have avoided had he received such notice. The supplier's liability for such costs is limited to 2.5% of the purchase price for the delayed part of the products, with a maximum cap, however, of EUR 1,000 (one thousand euros). The purchaser shall waive and forfeit his right to compensation if he has not lodged a claim in writing for such costs within 1 (one) month after the time when delivery should have taken place.

5.2 If delay in delivery is caused by any of the circumstances mentioned in clause 12 (force majeure), by an act or omission on the part of the purchaser, including suspension under clause 6.3 (late payment), or any other circumstances attributable to the purchaser, the supplier shall be entitled to extend the time of delivery by a period which is necessary having regard to all the circumstances of the case. This provision shall apply regardless of whether the reason for the delay occurs before or after the agreed time of delivery.

5.3 If the product is not delivered at the time of delivery the purchaser shall be entitled to liquidated damages from the date on which delivery should have taken place. The liquidated damages shall be payable at a rate of 0.5 per cent of the purchase price for the part of the products that are delayed for each commenced week of delay. The liquidated damages shall not exceed 7.5 per cent of the overall purchase price.

5.4 The liquidated damages shall become due at the purchaser's demand in writing, but not before delivery has been completed or the contract is terminated under clause 5.5. The purchaser shall forfeit his right to liquidated damages if he has not lodged a claim in writing for such damages within 4 (four) months after the time when delivery should have taken place.

5.5 If delay in delivery is such that the purchaser is entitled to maximum liquidated damages under clause 5.3 and if the product is still not delivered, the purchaser may in writing demand delivery within a final reasonable period, which shall not be less than one week. If the supplier does not deliver within such final period, and this is not due to any circumstances which are attributable to the purchaser, then the purchaser may by notice in writing to the supplier

terminate the contract in respect of such part of the product as cannot in consequence of the supplier's failure to deliver be used as intended by the parties.

5.6 If the purchaser terminates the contract pursuant to clause 5.5 he shall be entitled to compensation for the loss he suffers because of the supplier's delay, including any consequential and indirect loss. The total compensation, including the liquidated damages which are payable under clause 5.3, shall not exceed 15 per cent of that part of the purchase price which is attributable to the part of the product in respect of which the contract is terminated. In addition to compensation payable under clause 5.6 the supplier shall reimburse the purchaser the direct cost paid by the purchaser to the supplier under the contract for the supplier's preparation and manufacture of models, moulds and other tools.

5.7 Liquidated damages under clause 5.3 and termination of the contract with limited compensation under clause 5.6 shall be the only remedies available to the purchaser in case of delay on the part of the supplier. All other claims against the supplier based on such delay shall be excluded. This applies to any loss the delay may cause including loss of production, loss of profit and other indirect or consequential loss, whatsoever. This limitation of the supplier's liability shall not apply if he has been guilty of gross negligence.

5.8 If the purchaser fails to accept delivery at the time of delivery, he shall nevertheless pay any part of the purchase price which becomes due at the time of delivery, as if delivery had taken place at the time of delivery. The supplier is entitled to arrange for storage of the product at the risk and expense of the purchaser. The supplier shall also, if so required by the purchaser, arrange for adequate transport insurance of the product on behalf and at the expense of the purchaser.

5.9 Unless the purchaser's failure to accept delivery is due to any such circumstance as mentioned in clause 12, the supplier may by notice in writing require the purchaser to accept delivery within a final reasonable period. If, for any reason, which is not attributable to the supplier, the purchaser fails to accept delivery within such period, the supplier may by notice in writing terminate the contract completely or in part. The supplier shall then be entitled to compensation for the loss he suffers because of the purchaser's default, including any consequential and indirect loss.

### 6. PAYMENT. TAX. ADJUSTMENT OF PRICE

6.1 Unless explicitly otherwise agreed in the contract, the supplier shall receive payment no later than 30 (thirty) days from the invoice date. Whatever payment method is used, payment shall not be deemed to have been effected until the supplier's designated bank account has been irrevocably credited for the amount due.

6.2 If the purchaser fails to pay within the stipulated date, the supplier shall be entitled to apply late payment charges in the form of calculated interest from the payment due date – and - to compensation for costs pertaining to recovery of the payment. The interest rate shall be as agreed between the parties or otherwise 8 (eight) per cent above the rate of the main refinancing facility of the European Central Bank will apply. The compensation for recovery costs shall be 1 (one) per cent of the amount for which interest for late payment becomes due.

6.3 In case of late payment and/or in the event that the purchaser fails to give an agreed payment security by the stipulated date the supplier may, after having duly notified the purchaser in writing, suspend his performance of the contract until he receives payment or, wherever appropriate and applicable, until the purchaser provides the agreed payment security.

6.4 If the purchaser has not paid the amount due within 40 (forty) days the supplier shall be entitled to terminate the contract by notice in writing to the purchaser and, in addition to the interest and compensation for recovery costs according to clause 6, to claim compensation for the loss he incurs.

6.5 Unless explicitly otherwise agreed, the calculated price for the product does not include value-added tax (VAT).

6.6 In the event that an export charge, import charge, duty, levy, tax and/or similar surcharges are imposed on and applied to the products or changed for the products or if the cost of raw materials or currency exchange rates are changed after the conclusion of the contract, the supplier may adjust the purchase price for the products accordingly. The supplier shall be entitled to adjust the purchase price even if the imposition of or change in such charges etc. or the change in such prices or exchange rates have not been taken into consideration in the contract.

### 7. RETENTION OF TITLE

7.1 The supplier shall retain full title and ownership of

all products delivered to the purchaser – as clearly stated on all order confirmations established as well as in-voices raised by the supplier to the purchaser - until full payment has been received by the supplier. In case of consecutive deliveries of the products, the retention of title shall apply to the total delivery until full payment of the aggregate purchase price has been made. The retention of title shall not affect the passing of risk under clause 4.2.

Special retention of title clauses applies to locations in Germany and / or locations outside Germany, where the legal purchaser is based in Germany. All such deliveries direct, indirect or as consignment stock are undertaken on the sole and clear condition by the supplier that such deliveries are subject to both extended retention of title (verlängerter Eigentumsvorbehalt) and expanded retention of title (erweiterter Eigentumsvorbehalt).

All deliveries by supplier to purchaser are, even if supplier does not specifically refer to it, on condition that supplier retains full title and property of all supplied products.

7.2 The purchaser is permitted to resell the products purchased from the supplier and for which the supplier has retained title, in the purchaser's ordinary and regular course of business. However, the supplier may withdraw such permission at any time. The permission to resell products for which the supplier has retained title shall be withdrawn automatically if the purchaser is in delay with its payment obligations towards the supplier.

7.3 The purchaser shall notify the supplier of such resale by simultaneously sending a copy to the supplier of the invoice issued to the purchaser's end-customer. All receivables of the purchaser resulting from a resale of the products for which the supplier has retained title are, by virtue of these general conditions, assigned to the supplier as security for the supplier's total claims against the purchaser in respect of products sold.

7.4 It shall not be required to execute an additional assignment agreement in any individual case. The purchaser is obliged to make such assignment immediately evident in its accounts and to notify its end-customers of such an invoice assignment. However, the supplier shall at all times be entitled to notify such end-customers of the assignment and

may demand payment from such end-customers directly to itself at any time. The supplier shall furthermore be entitled to inspect the accounts of the purchaser in order to verify that the assignments are made evident and known to end-customers.

7.5 The supplier may at his own discretion decide to waive the requirement to notify the purchaser's end-customer. In such a case, the purchaser shall be entitled to collect the assigned receivables in his own name and at his own risk. The supplier may, however, withdraw such waiver at any time. The waiver will be withdrawn automatically if the purchaser is in arrears of payment towards the supplier.

### 8. NOTICE OF COMPLAINT/CLAIM

8.1 Upon receipt of the products, the purchaser shall reasonably examine and ensure that all deliveries are free from defects or deficiencies of any kind. The purchaser shall without delay, as from the date when the purchaser notices or should have noticed defects or deficiencies in the products, and in no case later than 2 (two) weeks after expiration of the warranty period referred to in clause 9, notify the supplier in writing of any defects or deficiencies in the products.

8.2 In respect of defects or deficiencies, which the purchaser without any difficulties should have noticed at the receipt of the products, the purchaser is obliged to notify the supplier in writing of any defects or deficiencies immediately following receipt of the products.

8.3 If it is possible that the defects or deficiencies have occurred in connection with the transportation of the products, the purchaser shall, in addition to the foregoing obligations, immediately upon receipt of the products notify the carrier / freight forwarder in writing thereof.

8.4 If the purchaser fails to notify the supplier in writing of a defect within the time limits set forth in clause 8. The purchaser shall lose his right to have the defect remedied under clause 9.

8.5 If the purchaser has given such notice of complaint as mentioned in clause 8 and no defect is found for which the supplier is liable, the supplier shall be entitled to compensation for the costs he incurs because of the notice.

8.6 Once a formal complaint or claim has been notified by the purchaser to the seller, the purchaser is obliged to send supporting documents pertaining to the complaint / claim to the seller if so requested

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by the seller. Should the purchaser, for whatever reason, fail to provide such supporting documents to the seller within a period of 6 (six) months - or - in any other way leave the complaint or claim unattended to or dormant, the seller reserves the right to close the complaint or claim without prior notice to the purchaser. If so happens purchaser has by default waived his right to be remedied.

### 9. LIABILITY FOR DEFECTS. WARRANTY

9.1 The supplier warrants that the products will be free from defects in materials and workmanship when used properly and in accordance with the directions for the products.

9.2 Unless a shorter or a longer mechanical service life span is expressly stated on the product the supplier's liability shall be limited to defects only which appear within a period of 12 (twelve) months from the date of delivery. If the use of the product exceeds what was agreed, this period shall be reduced proportionally.

9.3 The supplier's liability to the purchaser for defects in the products shall be limited to repair, replacement or re-processing of the products or refund of the purchase price, at the supplier's discretion, which shall be the purchaser's sole remedy. A refund of the purchase price shall be calculated in proportion to the reduced value of the product due to the defect and the quantity of products affected by such defect.

9.4 Necessary transport to and from the supplier in connection with the repair, replacement or reprocess of products or parts thereof proved by the purchaser to be defective due to faulty construction, manufacture, or materials, shall be at the risk and expense of the supplier. The purchaser shall follow the supplier's instructions regarding such transport. The purchaser shall bear any additional costs which the supplier incurs for repair, replacement, or reprocess of defects which is caused by the product being located in a place other than the destination stated at the establishment of the contract for the supplier's delivery to the purchaser or - if no destination has been stated - the place of delivery.

9.5 The purchaser shall at his own expense provide access to the product and arrange for any intervention in equipment other than the product, to the extent that this is necessary to remedy the defect.

9.6 The supplier shall only be liable for defects, which appear under the conditions of operation

provided for in the contract and under proper use of the product.

9.7 The supplier shall not be liable for defects arising from materials provided or a design stipulated or specified by the purchaser.

9.8 The supplier shall not be liable for defects caused by circumstances, which arise after the risk has passed to the purchaser, e.g., defects due to faulty maintenance, incorrect installation, or faulty repair by the purchaser or to alterations carried out without the supplier's consent in writing. The supplier shall neither be liable for normal wear and tear nor for deterioration.

9.9 When a defect in a part of the product has been remedied, the supplier shall be liable for defects in the repaired or replaced part under the same terms and conditions as those applicable to the original product for a period of 12 (twelve) months. For the remaining parts of the product the period mentioned in clause 9.2 shall be extended only by a period equal to the period during which and to the extent that the product could not be used as a result of the defect.

9.10 Notwithstanding the provisions of clause 9 the supplier shall not be liable for defects in any part of the product for more than 12 (twelve) months from the end of the liability period referred to in clause 9.2 or from the end of any other liability period agreed upon by the parties.

9.11 Apart from cases outlined in clause 9, the supplier shall not be liable for defects. The supplier shall under no circumstances whatsoever be liable for any loss the defect may cause including, but not limited to, loss of production, loss of profit, costs incurred in connection with substitute sources of supply and any other consequential, financial, or indirect loss caused by defects in the supplier's product or services or breach of contract.

This limitation of the supplier's liability shall not apply if he has been guilty of gross negligence.

9.12 The warranty set forth in clause 9 is the only warranty by the supplier in respect of the products and no other warranties of any kind, whether statutory, written, oral expressed or implied (including warranties of fitness for a particular purpose or merchantability) shall apply.

### 10. LIABILITY FOR DAMAGE CAUSED BY THE PRODUCT

10.1 The purchaser shall indemnify and hold the supplier harmless against any claim which may be brought against the supplier by any third party or parties which may arise, directly or indirectly out of the loss or damage, for which the supplier is not responsible in accordance with clause 10.1 – 10.5, or for which the supplier is responsible in accordance with clause 10.1 – 10.5 but the claim exceeds the agreed limits in clause 10.3.

10.2 The supplier is not responsible for loss or damage, which is caused by the products to any kind of property if the loss or damage occurs while the products are in the possession of the purchaser. Nor shall the supplier be liable for loss or damage, which is caused by the product to products manufactured by the purchaser or to products in which the products of the purchaser are a part, or of loss or damage to any kind of property caused by such products.

10.3 With respect of the limitations in clause 10 the supplier is liable for damage to commercial real estate or personal property or goods normally intended for commercial utilization if it is proven that the damage is caused by defects in the supplier's product, however limited to DKK 5,500,000.00 (five million five hundred thousand 00/100 Danish kroner) per occurrence caused by a defect product, and limited to an annual aggregated cap of DKK 11,500,000.00 (eleven million five hundred thousand 00/100 Danish kroner). In case of multiple claims (insurance events) in a calendar year exceeding the annual aggregated limit in clause 10.3, such claims will be handled on a 'first come, first served' basis, based either upon the first to settle (those claimants who accept settlement, will be paid in the order in which they settled) or first to secure judgment (the first claimant to secure judgment is entitled to be paid first).

The supplier is not liable for damages to commercial real estate or personal property, or goods normally intended for commercial utilization that occurs or are caused in USA, USA territory, Puerto Rico, and Canada.

10.4 The supplier shall not and cannot, under any circumstances, be held liable or accountable for loss of production, loss of profit, loss of use, loss of contract or any other consequential loss, financial, indirect, or consequential loss caused by the supplier's products or services. The limitations in the supplier's liability shall not apply where the

supplier has been guilty of gross negligence.

10.5 The supplier and the purchaser shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal examining claims for damages lodged against one of them based on damage allegedly caused by the product. The liability between the supplier and the purchaser shall however be settled in accordance with clause 16.

### 11. ANTICIPATED NON-PERFORMANCE

11.1 If there are reasonable reasons to believe that the purchaser will not fulfil his obligations to settle payments on due date(s), the supplier is entitled to demand cash payment or demand that the purchaser presents a satisfactory bank guarantee for payment of the products. In the event that such action is not taken by the purchaser immediately following notification thereof from the supplier, the supplier is entitled to either suspend or terminate, by notice in writing to the purchaser, all undelivered items of the products, without any obligation for the supplier to provide compensation to the purchaser. The supplier's actions under clause 11 shall have no influence on the supplier's retention of title under clause 7 for products already delivered to the purchaser.

### 12. RELIEFS AND FORCE MAJEURE

12.1 The following circumstances shall be considered as cases of relief if they impede the performance of the contract or make performance unreasonably onerous: Industrial disputes and any other circumstance beyond the control of the parties such as strike, flooding, fire, war, general mobilization, requisition, seizure, currency and export and import restrictions, epidemics, natural disasters, extreme natural events, terrorist acts, insurrection and civil up rise, civil unrest, civil commotion, shortage of transport, general shortage of materials, restrictions in the use of power and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this clause 12.

12.2 Circumstances referred to in clause 12.1, which occurred prior to the establishment and / or conclusion of the contract, shall constitute cases of relief only if their effect on the performance of the contract could not be foreseen at the time of establishment and / or conclusion of the contract. The party wishing to claim relief shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance. If the purchaser fails to live up to his obligations under the contract due to the circumstances referred to in this

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clause 12.1, the purchaser shall compensate the supplier for any and all additional cost for securing and protecting the products.

12.3 Either party shall be entitled to terminate the contract by notice in writing to the other party if the performance of the contract is impeded for more than 6 (six) months by reason of any of the circumstances referred to in clause 12.1. If the purchaser terminates the contract, the purchaser is obliged to purchase from the supplier, at a reasonable price, the materials acquired by the supplier for the delivery of the products as well as any products finished before notification by the purchaser of the termination of the contract.

12.4 Subject to the foregoing clause 12.3, neither party shall be liable towards the other party for the termination of the contract due to the circumstances referred to in this clause 12.

### 13. INTELLECTUAL PROPERTY RIGHTS

13.1 If the products are made in accordance with drawings, models or other prototypes supplied by the purchaser or the purchaser has requested the supplier to undertake the design and construction of the products, the purchaser shall indemnify and hold the supplier harmless for any and all claims from third party or parties for infringement of the intellectual property rights of third party or parties. The supplier accepts no responsibility for damages or losses incurred by the purchaser due to the products, or a product, in which the products are a component, infringing any intellectual property rights belonging to third party or parties.

### 14. PRODUCT SAMPLES. TOLERANCES

14.1 If the purchaser approves samples of the products without any reservations, the supplier will not accept any subsequent complaints from the purchaser regarding the products, if the products supplied are manufactured in accordance with the samples.

14.2 If no separate agreement regarding tolerances in the products has been made, the tolerance requirements normally applied by the supplier for such products shall apply. Any changes in the tolerance requirements after establishment and / or conclusion of the contract shall be made in writing between the parties.

### 15. APPLICABLE LAW

15.1 The general conditions and all contracts made

in connection hereto shall be governed by the laws of Denmark (excluding, the conflicts of law provisions and United Nations Convention on the International Sales of Goods).

### 16. PLACE OF JURISDICTION. LANGUAGE

16.1 Any dispute arising from or in connection with the general conditions or a contract, including any disputes regarding the existence, validity, or termination thereof, shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced.

16.2 Unless otherwise agreed, the language of the proceedings, the documentation and the award shall be in English. The proceedings shall take place in Copenhagen, Denmark.

16.3 Notwithstanding the provisions of clause 16.1 the supplier may initiate legal action against the purchaser in order to recover indisputable amounts due for products delivered or services rendered hereunder in a court of appropriate jurisdiction.