



Ce-Tec A/S Terms of sales and delivery for our services to B2B customers

1. Applicability

- 1.1 Applicability. Ordinary sales and delivery terms ("The Terms") apply to all agreements in relation to Ce-Tec A/S', VAT number 33 77 13 39, ("The Company") sales and delivery of services within technical consultancy and manpower to B2B customers.

2. Basis for Contract

- 2.1 Basis for Contract. The Terms, The Company's offer and order confirmation shall constitute the Basis for Contract concerning sale and delivery of services to the customer. ("Basis for Contract"). The customer's purchase terms printed on orders or in any other way communicated to The Company will not constitute a part of The Basis for Contract.
- 2.2 Changes and additions. Changes to and additions to The Basis for Contract shall only take effect, if the parties have made a different written agreement.

3. Services

- 3.1 Standard. Services sold and delivered to the customer by The Company shall be performed professionally correct.
- 3.2 The customer's participation. The customer shall provide The Company access to staff and information, to the extent necessary to perform the services.
- 3.3 Legislation and standard. The Company is not responsible for the services complying with legislation or standards, or may be used

for specific purposes, unless the parties have made a different written agreement.

4. Price and payment

- 4.1 Price. The price for services shall reflect the Company's current price list at the time when The Company confirms the customer's order, unless the parties have made a different written agreement. All prices are excl. VAT.
- 4.2 Driving. Driving in The Company's cars in connection with performing the services is refunded by the customer at the rates any-time determined by the state.
- 4.3 Expenses. Expenses for food and accommodation etc, in connection with performing the services, is refunded by the customer at cost price plus a handling fee of 5 %.
- 4.4 Payment. The customer shall pay all invoices for services within 30 days, unless the parties have made a different written agreement.

5. Delayed payment

- 5.1 Interest. If the customer fails to pay an invoice for services within the agreed period from the date of the issue of the invoice to reasons for which The Company is not liable for, The Company has the right to interests of the due amount of 1 % per end of the month from the due date for payment until payment occurs.
- 5.2 Cancellation. If the customer neglects to pay a due invoice for services no later than 14

days upon receiving a written claim of payment from The Company, in addition to the interests of section 5.1, The Company has the right to (i) cancel the sale of services, to which the delay relates, (ii) cancel the sale of services, which have not yet been delivered to the customer, or demand advance payment for this, and/or (iii) submit other remedy for breach of contract on accordance with Danish legislation.

6. Offers, orders and order confirmations

- 6.1 Offers. The Company's offer shall be valid for 10 days from the day the offer dates, unless else is stated in the offer. Accept of an offer, which comes to the Company's hand after the expiry of the time stipulated for acceptance, shall not be binding for The Company, unless The Company informs the customer of otherwise.
- 6.2 Orders. The customer shall send written orders on services to the Company. An order shall include the following information for every ordered service: (i) Order number, (ii) Service number, (iii) description of the service, (iv) Price, (v) Terms of payment, and (vi) delivery date.
- 6.3 Order confirmation. The Company shall strive to post a written confirmation or rejection of an order on services to the customer no later than 5 workdays upon receiving the order. Confirmations and rejections of orders must be written in order to be binding for The Company.
- 6.4 Alteration of orders. The customer cannot alter a given order of services without The Company's written acceptance.
- 6.5 Inconsistent terms. If The Company's confirmation of an order of services is not consistent with the customer's order or The Basis for Contract, and the customer does not wish to accept the inconsistent terms, the customer shall inform The Company of this

in writing no later than 2 days upon receiving the order confirmation. Otherwise, the customer will be bound by the order confirmation.

7. Delivery

- 7.1 Delivery time. The Company shall deliver all services at the time, which is stated in the order confirmation. The Company will have the right to deliver before the agreed delivery time, unless the parties have made another written agreement.
- 7.2 Inspection. The customer shall inspect all services at the delivery. If the customer discovers a defect, which the customer wishes to assert, the customer shall give an immediate written notice to The Company. If the customer has not given a written notice to The Company of a defect, which is discovered or should have been discovered by the customer, the defect cannot be claimed later.

8. Delayed delivery

- 8.1 Notice. If The Company will expect a delay in the delivery of services, The Company shall inform the customer as soon as possible and at the same time inform the customer about the cause for the delay and a new expected delivery time.
- 8.2 Termination. If The Company should fail to deliver services no later than 14 days after the agreed delivery date for causes which the customer is not liable for, the customer can terminate the order(s) affected by the delay without prior notice, by giving a written notice to The Company. The customer will not have other rights in contemplation of delayed delivery.

9. Warranty

- 9.1 **Warranty.** The Company shall warrant the services are free of essential defects in performance for 6 months from the date of the delivery. For parts that will be remedied under warranty, the period of warranty shall constitute 6 months from the date of the remediation, subject to a maximum of 12 months from the original delivery date.
- 9.2 **Exclusions.** The Company's warranty will not include defects that are caused by: (i) fair wear and tear, (ii) use inconsistent with The Company's instructions or standard practice or non-agreed purposes, (iii) remediation or alteration performed by somebody other than The Company, or (iv) other circumstances, which The Company is not liable for.
- 9.3 **Notice.** If the customer should discover a defect in the warranty period, that the customer should wish to assert, a written notice shall be given to The Company immediately. If the customer fails to give an immediate notice of a defect that has been or should have been discovered, the claim cannot be made at a later date. The customer shall give The Company the information, as requested by The Company, regarding a notified defect.
- 9.4 **Inspection.** Within a reasonable timeframe upon receiving the notice concerning a defect from the customer, The Company shall inspect the claim and inform the customer, whether the defect is covered by the warranty.
- 9.5 **Remedy.** Within a reasonable timeframe after The Company has given the notice to the customer in acc. with clause 9.4. regarding a defect and claim of warranty, The Company shall remedy the defect.
- 9.6 **Termination.** If The Company fails to remedy a defect covered by warranty within a rea-

sonable timeframe after The Company's notice to the customer in acc. with clause 9.4, for reasons, which the customer has no responsibility, and the defect is not remedied within a reasonable time limit of at least 60 days, the customer may terminate the order(s) affected by the defect without prior notice, by giving a written notice to The Company. The customer will not have other rights in contemplation of a defect in services other than those specifically specified in clause 9.

10. Liability

- 10.1 **Liability.** The parties shall each be liable for their own actions and omissions under the present law with the restrictions described in The Basis for Contract.
- 10.2 **Limitation of liability.** Regardless of any potentially opposite terms in The Basis for Contract, The Company's liability toward the customer will not exceed 50 % within a calendar year of the sale of services, which The Company has invoiced the customer net for in the calendar year. The limitation of liability shall not apply, if The Company has acted intentionally or with gross negligence.
- 10.3 **Indirect loss.** Regardless of any potentially opposite terms in The Basis for Contract, the customer cannot hold The Company liable for indirect loss, including loss of production, sale, profit, time or goodwill, unless The Company has acted intentionally or with gross negligence.
- 10.4 **Force majeure.** Regardless of any potentially opposite terms in The Basis for Contract, The Company shall not be liable for non-fulfilment of its contractual obligations if such non-fulfilment is due to force majeure. The exempt from liability shall be in effect whilst force majeure exists. Regarded as force

majeure shall be circumstances and conditions beyond control of The Company, and which The Company would not have been able to or should have foreseen at the making of the Contract. Examples of force majeure shall be unusual nature conditions, war, terror, fire, flooding, criminal damage and work disputes.

11. Intellectual property rights

- 11.1 Ownership. The full ownership of all intellectual property rights concerning the services, including patents, design, trademarks and copyright belong to The Company.
- 11.2 License. The customer has an unlimited, free of charge transferable license to utilize all intellectual property rights arising from the Company's performance of services for purposes that fall within the customer's usual business area, or separately agreed between the parties.
- 11.3 Violation. The Company is not responsible for delivered services' violation of third party intellectual rights, unless the violation is intentional. To the extent that the Company may be charged with alleged breach of third party intellectual property rights, the Customer shall indemnify The Company unless the violation is intentional.

12. Confidentiality

- 12.1 Transfer and use. The customer may not transfer or use or allow others to use The Company's trade secrets or other information of any kind not publicly available.
- 12.2 Protection. The customer may not unlawfully obtain or attempt to obtain knowledge of or availability of The Company's confidential information as described in clause 12. The customer shall be circumvented and keep the information safe to prevent them from accidentally coming to the knowledge of others.
- 12.3 Duration. The obligations of the parties in acc. with clause 12-12.1 apply during the cooperation of the parties and without time limit after the cessation of the trade practice regardless of the reason for the cessation.

13. Governing law and venue

- 13.1 Governing law. The trade practice between the parties shall in all aspects be governed by Danish law.
- 13.2 Jurisdiction. Any dispute, which would occur in connection with the trade practice between the parties, shall be settled at Danish court of law.