

Terms and conditions for sale and delivery

1.0. General terms

1.1. The following terms of sales and delivery are applicable to all EXODRAFT deliveries and services to the extent that no other written agreement takes effect. Any and all amendments, additions, supplements etc to the present agreement must be expressly approved by EXODRAFT through explicit and written consent.

1.2. Any terms of purchasing that the Buyer may have are only applicable when expressly confirmed in writing by EXODRAFT in each individual case.

2.0. Prices and payment – retention of title

2.1. All prices are subject to change at any time without prior notice, and invoicing will be based on the prices in effect on the day that the written order acknowledgment of the goods is sent to the Buyer. All prices are quoted excluding value added tax, any and all public duties and taxes, packaging, transport etc. Prices listed in price catalogues are non-binding and can be changed at any time, without prior notification. EXODRAFT reserves the right to increase fee rates/agreed prices on goods that have not yet been delivered, to compensate for price increases called by EXODRAFT sub-suppliers.

2.2. Payment must be carried out no later than the date stated on the invoice (= due date for payment). Should a due date not be stated explicitly on the invoice, payment is always COD (Cash On Delivery). In the event of overdue payment, 1% of the due amount will be charged for each passing month or part of a month. In the event that payment is not received by the due date, or in the event that the buyer fails to take possession of the sold goods, at the time that the Buyer is under obligation to do so, EXODRAFT is entitled to rescind the agreement immediately and without further notification, without prejudice to any other right or remedy available to EXODRAFT.

2.3. Sold goods remain the property of EXODRAFT in all respects until such time that the purchasing sum and all other outstanding claims pertaining to the sale have been paid in full by the Buyer.

3.0. Time and place of delivery

3.1. Delivery times are approximate, and are non-binding unless other agreement has been explicitly agreed and confirmed by EXODRAFT in writing.

3.2. All deliveries are made EXW (Ex Works) the delivery address stated in the agreement

3.3. The Buyer pays the agreed shipping fee to cover the costs incurred for shipment of the goods.

3.4. Delivery is deemed to have taken place when the goods have arrived at the agreed place of delivery. The Buyer is under obligation to receive/take possession of the goods delivered by the carrier in the agreed place of delivery.

4.0. Duty to examine the delivered goods (caveat emptor) and claims

4.1. The Buyer must, immediately upon delivery of the purchased goods, carry out a thorough examination of the delivery in order to ascertain that the goods are intact and defect-free, and that they have been delivered in accordance with the terms of the agreement. Should the Buyer, at this stage, find that the sold

items are faulty, defective or damaged, the Buyer is under obligation to inform EXODRAFT of the findings immediately and in writing, if the Buyer wishes to register a claim concerning the delivery upon receipt of the goods or at any later stage.

4.2. In the event that the Buyer receives a complaint/claim concerning an EXODRAFT delivery or items stemming from such a delivery from customers or other users of the EXODRAFT products, the Buyer must notify EXODRAFT and forward the complaint/claim in writing or state the claim in writing. The right to give notice of defects or to issue a claim for compensation is forfeited if the Buyer fails to comply with the mentioned terms of immediate written notification. Furthermore, the Buyer will grant EXODRAFT exemption from any and all claims that the Buyer's customers may direct at EXODRAFT legitimately or otherwise.

4.3. If the Buyer has not given written notice of any claims or complaints regarding the EXODRAFT delivery 24 months from the time of delivery, the Buyer is precluded from holding EXODRAFT liable for any and all damages or defects pertaining to the delivery.

4.4. Insofar as, and only to the extent that the delivered products are defined as construction materials subject to the Danish Sale of Goods Act section 54, sub-section 3, and are used for construction in Denmark, the Seller's liability is extended as follows: Liability for defects stemming from the manufacturing process, that were not detected despite careful examination upon delivery of the product(s) ceases to rest with EXODRAFT 5 years after the delivery of the construction project in which the EXODRAFT products have been included – EXODRAFT's liability, however, ceases 6 years after the delivery of the products to the Buyer. Delivery is subject to EXODRAFT's sales and delivery terms.

5.0. Defects and limitation of liability

5.1. EXODRAFT is liable for defects that are attributable to flaws in materials or faults in production. EXODRAFT is not liable for defects attributable to installation, storage or misuse of the products. It is consequently a prerequisite for any claims directed towards EXODRAFT that the Buyer has exercised due care in the use of the products and has observed the specified guidelines pertaining to the given product(s), and in all senses has complied with any instructions issued by EXODRAFT.

5.2. In the event of short delivery, and within reasonable time, EXODRAFT may make a subsequent delivery to rectify the Buyer's complaint/claim, whereupon the Buyer cannot invoke the provisions pertaining to a breach of contract. Delivery of a quantity that diverges less than 10% (excess delivery or short delivery) from the agreed amount, is qualifies as full delivery of the agreed quantity.

5.3. EXODRAFT warrants to the Buyer that, in relation to goods manufactured by EXODRAFT, the goods will conform with the order at the time of delivery, and will be free from material defects in design, material and workmanship for an agreed number of months from the delivery date noted in the order, irrespective of whether the Buyer has taken possession of the goods and/or services on the delivery date. Furthermore, EXODRAFT warrants that services (if any) will be performed in a competent, diligent manner, in accordance with any mutually agreed specifications. Save as set out above, any conditions or warranties (whether explicit or implied by statute, common law or arising from conduct or a previous agreement, custom or usage) as to the quality or suitability of EXODRAFT's delivery for any specific purpose/project, even if that purpose is made known expressly or by implication to EXODRAFT, are hereby expressly excluded.

5.4. In the event of defects or faulty functionality in the delivered goods, EXODRAFT is entitled to opt for one of two types of action: 1) to repair the delivered goods, or 2) to replace the delivered goods. Only insofar as EXODRAFT fails to remedy, troubleshoot or amend the detected defects or faults within

reasonable time and after a reasonable number of attempts, can the Buyer claim for compensation, and then only if the standard terms for compensation are met. Compensation is limited, however, to the amount equivalent to the costs incurred for remedying the defect, with maximum compensation amounting to the agreed purchasing price.

5.5. EXODRAFT is not liable for losses incurred by the Buyer, the Buyer's customers or other users of EXODRAFT's delivery. Losses incurred pertaining to operations, time consumption, profit or any other indirect losses remain the responsibility of the Buyer. The Buyer will bear the costs of access for EXODRAFT's remedial warranty efforts (including removal and replacement of systems, structures or other parts of the Buyer's, the Buyer's customer's facilities, or the facilities of other users of the EXODRAFT product)

5.6. If the Buyer supplies EXODRAFT products or services to a third party, or uses EXODRAFT products or services at a facility owned by a third party, the Buyer is under obligation to indemnify and defend EXODRAFT from and against any and all claims by, and liability to, any such third party in excess of the limitations set forth in the present terms of sale and delivery.

6.0. Product liability

Within the interrelationship between the Buyer and EXODRAFT, EXODRAFT is not liable for any damage to real property or chattels that are intended for commercial use (damage to commercial property) attributable to EXODRAFT deliveries. Furthermore, EXODRAFT is not liable for losses incurred by the Buyer pertaining to operations, lost earnings nor any other indirect loss.

6.2. In the event that the Buyer's customers, customer's customers or other downstream users of EXODRAFT deliveries issue a claim for compensation for damage to commercial property against EXODRAFT, the Buyer is under obligation to indemnify EXODRAFT from and against any and all such claims, and is under the obligation to cover all reasonable costs incurred by EXODRAFT in the process of defending the company against such a claim. The Buyer is obliged to let legal action be filed against the Buyer's company at the court in which the product liability case against EXODRAFT is being tried.

7.0. Force Majeure

7.1. Exodraft is exempted from performing the duties stipulated in the agreement in situations of force majeure, for the duration of the existence of the given conditions of force majeure. Force Majeure takes effect in the event that EXODRAFT or EXODRAFT associates are prevented from executing duties that are regulated by the present terms of sale and delivery, insofar as this is caused by circumstances beyond EXODRAFT's control, such as: war, civil war, rebellion, terrorist actions, public restrictions, banned import or export, natural disasters or general or local industrial action, fire, power outage, computer attacks etc, unless it can be demonstrated that EXODRAFT, within reason, should have foreseen the events at the time of the signing of the agreement.

8.0. Governing law and disputes

The conditions of sale and delivery described in the present terms of sale and delivery are subject to Danish Law. Any dispute that might arise in relation to the present agreement, including disputes concerning the existence or validity of the present agreement, will be settled in accordance with the national legislation governing EXODRAFT's seat of residence, or the Danish Maritime and Commercial Court in Copenhagen, unless indispensable/mandatory rules in current legislation, general agreements or international conventions stipulate otherwise. The venue of arbitration will be decided solely by EXODRAFT.