

## General Purchase Conditions

The following General Purchase Conditions shall apply to any delivery of products, components or other movable property and thus possibly, related services (the "Products") to TRESU A / S or its affiliates, hereinafter called "Buyer" of a given supplier, hereinafter called "Seller".

These General Purchase Conditions are mutually binding on Seller and Buyer unless otherwise expressly agreed. The buyer is not bound by the Seller made conditions different from these General Purchase Conditions, unless such conditions are agreed in writing between Buyer and Seller. The buyer is not bound by Seller's proposed terms, even if Buyer has not objected to such terms. Receipt of Products cannot be interpreted as tacit acceptance by Buyer of differing supply conditions proposed by Seller.

### 1. Incoterms

"International rules for uniform interpretation of trade clauses" 2020 (INCOTERMS 2020) from the International Chamber of Commerce (ICC) shall apply to the clauses used in these General Purchase Conditions.

### 2. Order Confirmation

Offer from Seller are free and not binding on Buyer. Seller shall deliver Products in accordance with the Buyer and supplied by the Seller accept orders or in accordance with the submitted by Seller and Buyer accepted the offer. In confirming or effecting orders Seller accepts Buyer's General Conditions of Purchase. By auction Buyer reserves the right to reject all submitted bids, and to choose freely between the offer being made without an obligation to choose the cheapest bid. Auctions offered by Buyer in each case prescribe specific rules for each auction. These special auction rules have precedence over the rules of these General Conditions of Purchase, as far as they derogate from the provisions of these General Purchase Conditions.

Orders from TRESU and order confirmations from Seller shall be in writing. In the absence of a written order and / or a written order confirmation, TRESU eligible to return from Seller goods received. Costs associated with the return shall be borne by Seller.

### 3. Delivery and transfer of risk

Delivery shall be made to it in order or order confirmation indicated location and time. If nothing is agreed in order or order confirmation is for delivery of supplies from Denmark DDP Seller's factory in Denmark. Delivery of supplies from abroad (all countries excl. Denmark) on its DDP destination, as Purchaser may specify. Failure to meet one of Buyer forwarding instruction given does not, Seller will be responsible for any additional costs and possible. losses incurred as a result.

All deliveries of Products shall be accompanied by a delivery note stating: Buyer's code number and order number, order date as well as gross and net weight. All invoices and correspondence shall be duly signed and indicate Buyer's code number and order number, order date and indicate as gross and net weight, provided that the nature of the delivery is relevant. Invoice issued in 1 specimen, unless another form of payment by consumers has been agreed, such as for example the use of EDI, E-box and the like. Invoices from foreign suppliers must specify the delivery site tariff heading number. The package must also clearly state the beneficiary's address and order reference.

In the event of strikes, lockouts or other force majeure event which causes a lack of outlet for Buyer's products, Buyer reserves the right to defer receipt of delivery for up to 3 months or fully or partially withdraw from the agreement. Buyer as a result of such postponement or withdrawal is not required to provide Seller compensation for any losses incurred beyond the irreversible production Seller has incurred in relation to the order before the notice of Buyer's delay or resignation came forward to Seller.

#### 4. Delay and amount of deviation

The designated by the Buyer of delivery must be respected. Late delivery entitles Buyer to cancel the contract and claim compensation, in which case the Buyer is not obligated to pay the Seller to commence work on the order.

Does the seller that he cannot deliver on time, or if delay on his part seems likely, he shall without undue delay, give Buyer written notice, stating the cause for the delay and the time when delivery is expected to take place. Seller fails to give such notice, he shall, notwithstanding provisions set out below, indemnify Buyer the losses and costs, this is applied.

If the seller does not deliver products on time due to late notice, and Buyer does not cancel the order, the buyer is entitled to damages from the date when delivery should have occurred. Penalty represents 2.0% of total order value for each whole week late. Penalty may not exceed 10% of the total order value. Penalty due and payable upon written demand from Buyer, at the earliest when the product is delivered fully or possibly at the time the buyer cancels the agreement in accordance with the foregoing. Lots shall not relieve Seller from liability under this provision.

Over-or partial delivery is not accepted and give Buyer the same powers as the delay. At the time of delivery, the whole supply of late. Crucial in this respect is solely Buyer's volume control.

#### 5. Delivery Test

If agreed acceptance test, the test is performed, where products are made, unless another place is agreed. If technical requirements for the test is not specified in the agreement, this is conducted in accordance with customary for the industry in the country where products are produced.

Seller will give Buyer such notice of an acceptance test that the buyer can attend this. The test may be, even if Buyer is not represented, if he has received reasonable notice. The seller must record the test. The test protocol should be sent to Buyer. The test protocol should be considered to provide a correct description of the delivery test and its results, unless the Buyer proves otherwise. If the products upon delivery test proves to be contractual, must sell urgently ensure that products conform with the contract. At Buyer's request, the new test done. Defect was insignificant A new test not required.

Seller shall bear all costs for providing samples. Buyer bears all costs, however, its representatives, including travel and accommodation expenses in connection with acceptance tests.

#### 6. Payment Terms

Buyer must pay within the current month + 60 days from invoice date. The credit provided by Seller shall appear on the submitted invoice.

The price offered from the supplier to Tresu must include proper packaging and disposable pallets. The price invoiced to TRESU must be consistent with the price offered or in the framework agreement. TRESU does not pay fees or other supplements that are not agreed in the offer or framework agreement.

At Buyer's late payment, Seller may require maximum interest calculated from the due date with interest rate of 0,5% per month.

#### 7. Retention

Buyer will not accept any of Seller made retention of title.

## 8. Drawings, descriptions, tools, etc.

Drawings, sketches, technical information, prototypes, models and other information that must always be considered to be confidential, and Buyer has delivered to Seller shall remain Buyer's property and must be treated confidentially. Unless otherwise agreed in writing, all special tools and - molds manufactured for delivery to the Buyer, maintained at no cost to Buyer and insured by the Seller to the full replacement value and used only for deliveries to the Buyer. If the Buyer incurs the costs wholly or partly for the production of tools, molds or models, these costs would only be paid when Buyer has approved buying samples.

The above information, tools, molds and models may not, without Buyer's undertakings used for purposes other than Buyer, unless otherwise expressly agreed, and thus may not, without Buyer's commitment copied, reproduced, transferred to third parties or used for deliveries to other than Buyer. Upon request, Seller shall return all materials of any kind given by or produced for Buyer.

In the event that Seller uses subcontractors, the above information with TRESU consent entrusted to such subcontractor. Seller shall then ensure that the subcontractor in full compliance with this paragraph 9

Where products wholly or partly by software developed for Buyer, Buyer acquires all rights to this and associated source code and object code. Provides software products are not specifically developed for Buyer, Buyer acquires a non-exclusive, royalty-free and geographically unlimited license to use this software within the TRESU Group for use in products such as TRESU Group sells. The seller is obliged to transfer to Buyer all necessary information and source material, etc., necessary for TRESU' use of the intellectual rights. The seller must at least 5 years from delivery of the Products to Buyer being able to service and maintain all material related to intellectual rights.

## 9. Product violation of third party rights

Seller shall, upon Buyer's demand at its own expense defend Buyer against any claim made against Buyer by third parties arising from the products alleged violation of that third party's patent, copyright or other intellectual property rights. Seller shall indemnify Buyer against any loss and any costs Buyer caused by the infringement or the claimed violation.

Seller should the Buyer and / or Seller to acquire the right to continue using the products, replacement or modification of the Products so products can no longer infringe third party rights. If this cannot readily do, Seller shall credit Buyer the Products supplied and accept all returned Products.

## 10. Changes

Seller shall not without reasonable notice and without prior consent from Buyer to make changes to its products for delivery to the buyer, although this does not change the agreed technical specifications.

## 11. Warranty

Seller warrants for 24 months from delivery that the products delivered meet the agreed requirements and are free from defects due to manufacturing, construction or material defects that degrade the suitability of products for normal or agreed use. Seller shall at Buyer's demand and to Buyer's election shall immediately credit, repair or replace defective products at no cost to Buyer. Products by Buyer have been found deficient and the Buyer is not desired rectified returned at Seller's request and Seller's expense. If Buyer has not asked for the replacement of the defective Products, Buyer may invoice Seller for the same amount. This invoice will also include the Buyer the costs incurred for dismantling and possibly new assembly, freight, duties (to the extent this is not refunded by customs), possible taxes, insurance and clearance and all other losses Buyer may suffer as a result of defective products.

Crucial to the Buyer's complaint is whether the shortage has arisen within the 24-month warranty period and not the date on which the buyer discovered the defect or the time of Buyer's claim. Seller shall also waive objection to delayed claims.

The seller is responsible for ensuring that the delivered products meet quality and safety requirements and other applicable rules not only the country of manufacture, but also in the countries where products are delivered or expected to be used if the application site was granted by Buyer. In case of conflict between these standards in the settling place are normative.

## 12. Product Liability

Seller warrants that the delivered products do not have defects, defects or characteristics that can cause product liability damage. Seller shall hold Buyer harmless for any product liability and loss which is wholly or partly attributable to injuries or obvious risk, resulting from defects, deficiencies or characteristics of the delivered Products. The seller is obliged to let himself be summoned to the court or arbitral tribunal which examines claims made against Buyer arising out of damage allegedly caused by products.

The seller is obliged to take out and maintain a product liability insurance with a coverage that must be regarded as usual in light of Seller's business and revenue. Seller shall, if requested by Buyer documenting such product liability coverage.

## 13. Seller's responsibility during their stay at the Buyer's property

If Seller's employees under the agreement with Buyer staying on Buyer's property, Seller shall inform themselves about and observe the buyer established rules and procedures for safety and environment. Seller shall hold Buyer harmless for any damage to their property and personnel, arising out of Seller's employees' negligence or intentional conduct.

## 14. Partial Invalidity

If one or more provisions of these General Purchase Conditions is held invalid, illegal or unenforceable, none of the remaining provisions validity legality and feasibility affected or impaired it.

## 15. Arbitration

Each party will provide its best efforts to amicably settle any dispute, which may arise out from the Agreement. If no settlement can be reached, all disputes arising in connection with the Agreement shall be finally settled under the rules of Conciliation and Arbitration of The International Chamber of Commerce by three arbitrators appointed in accordance with the said rules.

The arbitration shall take place in Copenhagen, Denmark. The English language shall be the only language for the arbitration unless the parties agree to use the Danish language. All arbitrators must be chosen within 60 days of the dispute being submitted to arbitration. After selection of the arbitrators, the parties have 45 days to complete discovery. Arbitration must commence within 10 days after the discovery period. Arbitration will not exceed 30 calendar days and the award is final.

The arbitrator's award may include direct damages against either party but under no circumstances will the arbitrator(s) be authorized to, nor shall they award punitive, consequential, or multiple damages against either party.