

Terms of sale and delivery for Daka ecoMotion A/S

These terms of sale and delivery shall apply to any sale made by **Daka ecoMotion A/S** ("Daka") unless otherwise agreed in writing.

1. The product

- 1.1. For detailed product description reference is made to the current product data sheets for Daka's products, which the buyer has been presented with. For further information, reference is made to www.dakaecomotion.dk.
- 1.2. Daka guarantees that the product meets the specifications in the handed-out product data sheets. Daka specifically points out the product's CFPP-value.
- 1.3. The buyer bears the risk of the buyer's own specific use of the product and position in the market.

2. Price

- 2.1. The fixed prices specified shall apply exclusive of customs as well as any direct and indirect taxes levied by public authorities, unless otherwise agreed in writing.
- 2.2. To the extent that customs duties, turnover taxes or any other direct or indirect taxes etc. are included in the price, the price is based upon the rates effective at the time of agreement. New direct or indirect taxes as well as increase or reduction in any direct or indirect taxes etc. shall result in a corresponding price alteration.
- 2.3. In the event that an order has been sold to Daka wholly or partially without indirect taxes and in the event that a just claim for payment of indirect tax is later made against Daka, the buyer shall be under the obligation to pay the indirect tax levied to Daka.

3. Delivery

- 3.1. Delivery shall take place in accordance with Incoterms 2010 EXW (ex works) unless otherwise agreed in writing.
- 3.2. At any given time, Daka is entitled to let a representative monitor the dispatch of the goods, the transportation and the delivery at the final destination.

4. Payment

- 4.1. Payment shall take place in Danish kroner (DKK) unless otherwise agreed in writing.
- 4.2. Payment shall take place directly to Daka or to a bank designated by Daka.
- 4.3. In the event that payment has not taken place at the due date, interest of 1 per cent per month or fraction of a month will be charged.

5. Complaints

- 5.1. Any risk for the goods shall pass to the buyer at the time of delivery. Any claim concerning quality shall be made to Daka in writing as soon as possible and no later than 7 days after delivery. Complaints concerning potential transport damage shall be made on receipt of the goods, and reservations must be added to the consignment note, just as documentation shall be forwarded to Daka.
- 5.2. On receipt, the buyer shall be under the obligation to ascertain whether the quantity delivered is equivalent to the specifications on the delivery note/invoice and to complain immediately in the event of divergence.
- 5.3. If the buyer makes a complaint, Daka shall be entitled to inspect the goods delivered. In the event that the parties do not agree on the causes for or the extent of the defects nor who is responsible for the defects, inspection shall be carried out by an independent, internationally recognised authority/organisation with a view to gathering evidence and describing the course of events.
- 5.4. Daka shall be entitled to letting one of its own inspectors monitor the inspection.

6. Remedy for defective performance

- 6.1. Daka shall at any given time be entitled to make replacement delivery of any defective goods or to let the buyer take over these goods at a reduced price at its own option, without this entitling the buyer to submit further claims in this connection.

- 6.2. In the event that the buyer does not submit his complaint in due time or does not allow Daka to inspect the goods, the buyer shall forfeit his right to submit any claim.

- 6.3. In the event that the buyer complains wrongfully, the buyer shall be under the obligation to pay all Daka's documented expenses including expenses for expert assistance and travel and hotel expenses connected with the inspection of the delivery, just as the buyer shall defray the costs of a potential independent inspection.

- 6.4. Daka shall not be liable for defects, including pollution caused by defects in the buyer's machinery and means of transportation or machinery and means of transportation, which the buyer is responsible for, including lack of emptying or inadequate cleaning.

- 6.5. Apart from this, Daka shall not be liable for defects. This applies to any loss caused by the defect, including operational loss, loss of earnings as well as other financial consequential loss. The buyer's potential claims against Daka shall never exceed the contractual sum.

7. Product liability

- 7.1. In the event that product liability is imposed on Daka towards a third party for such damage or such loss which Daka shall not be liable for to the buyer in pursuance of the stipulations in these terms of sale and delivery or otherwise, the buyer shall be under the obligation to indemnify Daka.

- 7.2. In no case shall Daka be liable for operational loss, loss of earnings of other financial consequential loss.

- 7.3. With the limitations pursuant to the Danish Act on Product Liability, Daka's liability and compensational obligations for other loss than personal injury shall in no case exceed a maximum of DKK 2,000,000.00 per delivery.

- 7.4. If a third party submits a claim against one of the parties for liability in pursuance of this article, that party shall immediately inform the other party hereof.

- 7.5. Daka and the buyer shall be mutually obligated to be sued at the court or the arbitration tribunal, presiding over liability claims submitted against one of them on the basis of damage or loss allegedly caused by the goods sold. The mutual relationship between the buyer and Daka, however, shall always be settled at the agreed jurisdiction in pursuance of the present terms of sale and delivery.

8. Delay

- 8.1. In case of delay, the buyer shall be informed thereof. In case of delay, the buyer shall not acquire any other right than the right to cancel the agreement. The buyer shall only be entitled to cancel the agreement if the delay is materially important to the buyer. In this case, the buyer shall - after delivery should have taken place - forward a written request to Daka demanding delivery within 8 days. If delivery does not take place within the expiry of the 8-day time limit, the buyer shall be entitled to cancel the purchase.

9. Exclusion of liability and force majeure

- 9.1. The following circumstances shall exempt Daka from liability, provided the circumstances occur after the conclusion of the agreement, and these circumstances shall exempt Daka from fulfilling the agreement:

Strike, lock-out, disruption of business, late delivery from sub suppliers and similar occurrences delay the time of delivery correspondingly. War, civil unrest, natural disaster and similar events beyond the control of the parties, including shortage of raw materials caused by circumstances beyond Daka's control, confiscation, currency restrictions or intervention by the authorities shall entitle Daka to cancel any offer and standing orders in full or in part without this resulting in remedies for breach of contract on the part of the buyer. The party claiming force majeure shall be under the obligation to inform the other party within 7 days after the occurrence of the force majeure.

- 9.2. The fact that a delivery agreement is made under conditions as mentioned in article 9.1 shall not preclude Daka from maintaining the above provisions, in the event that the same conditions occur again during the term of the agreement or in the event that the condition unexpectedly prevails but with other or aggravated consequences, which occur after the conclusion of the agreement.

10. Disputes

- 10.1. Any dispute between the parties shall be settled under Danish law. Any dispute shall be settled by an arbitration tribunal appointed in pursuance of the Danish Arbitration Act. The arbitration tribunal shall be held in Ringsted.