

GENERAL TERMS AND CONDITIONS

Ergolash ApS

1. Terms of reference

All agreements regarding purchase of products from Ergolash ApS (hereinafter "the Product") entered into between Ergolash ApS (hereinafter "Ergolash") and the customer (hereinafter "the Customer") are subject to the following terms and conditions. The order confirmation and these terms and conditions constitute the entire agreement between Ergolash and the Customer (hereinafter "the Agreement"). Any amendments to the Agreement must be made in writing and approved by both parties in order to be binding. The Customer's terms and conditions of purchase or other deviating agreements apply only if confirmed by Ergolash in writing.

2. Offers

All Ergolash's offers are valid for 30 calendar days, unless otherwise specifically stated therein. The Customer's purchase order (which is an offer in the legal sense), shall only become legally binding upon Ergolash, when it is confirmed by Ergolash in writing. Any information about measures, volume, prices or performance that is contained in catalogues, advertisements, illustrations and price lists is to be understood as an example only. Such information shall only be legally binding where this has been expressly agreed upon. In all other cases the properties that the Products must possess pursuant to the Agreement shall be determined solely by Ergolash's product specifications.

3. Prices

All prices are stated in EUR and exclusive of VAT, unless otherwise specifically stated between Ergolash and the customer. The prices stated in the offer/order confirmation are based on the calculation available at the time the offer is made, or the order is confirmed. If the prices of raw materials, labor or relevant exchange rates change significantly (by at least 3 %), Ergolash is entitled to regulate the agreed upon prices by the proportionate additional cost. Under any such circumstances the Customer will be notified.

4. Terms of payment

Ergolash's terms of payment are net 8 days, unless otherwise expressly stated in the order confirmation. If the Customer defaults on payment, Ergolash is entitled to charge interest from the relevant date at the rate of 1,5 % per month or part of a month. In addition hereto, Ergolash is entitled to terminate the Agreement and any future deliveries and claim damages for such termination.

Upon delivery of large amounts of Products, partial or repeated deliveries, Ergolash is entitled to invoice such partial deliveries separately.

5. Reservations

In case of typing errors, incorrectly stated prices, or any other circumstances similar hereto, Ergolash is entitled to, partially or fully, cancel the order in question.

6. Delivery

All Products are delivered Ex Works, unless otherwise expressly stated in the order confirmation. The Customer defrays all shipping, carriage and insurance costs.

If the Customer fails to take delivery at the agreed time, Ergolash is entitled to store and insure the delivery in question at the Customer's expense. If the Customer's failure to take delivery exceeds 30 days after the agreed time, Ergolash is entitled to sell the delivery in question to a third party. The Customer is obligated to pay the differential between the agreed price, with the addition of costs incurred, and the sales price achieved.

7. Transfer of risk

The risk, including the risk of deterioration, destruction, theft or for any other reasons damage to the Product is transferred to the Customer, when Ergolash has handed over the Product for transport by an independent carrier.

The Customer is obligated to take delivery of the Products at the date (and time, if relevant) stated in the order confirmation. If a delivery is delayed or cannot be made due to circumstances, for which the Customer is responsible, the full risk is transferred to the Customer at the planned time of delivery.

8. Examination

Upon delivery of the Products, the Customer is obligated to inspect and examine these immediately and within 7 days of receipt notify Ergolash in writing of any shortages or defects. Such notification must include full specification and documentation of the claimed shortage or defect. If the Customer fails to do so, the Customer is no longer entitled to complaint.

9. Force majeure/delivery by own suppliers

Ergolash is not liable for any delay, loss, damage or increase in costs suffered by the Customer under this Agreement and caused by governmental restrictions, changes in customs requirements, import or export restrictions, natural disasters, trade disputes, strikes, lockouts or any other events not within Ergolash's control. Any such circumstances shall be considered grounds of relief and/or exemption if their effect on the performance of the order in question could not have been foreseen at the order confirmation date.

If Ergolash proves that Ergolash has not been timely supplied by its own suppliers, even though such suppliers are selected with due care and bound by agreements on reasonable terms, the delivery date shall be postponed for a period of time corresponding with the delay caused by such suppliers' failure to deliver. If it is impossible for the suppliers to provide Ergolash with the Products, Ergolash is entitled to terminate the Agreement.

10. Retention of title

All Products remain Ergolash's property until the purchase price has been paid in full.

11. Intellectual property

The Customer may only use, market, resell or in any other way handle the Products in a manner clearly identifying Ergolash as the rightful owner of all intellectual property rights to the Product, including patents, brands, marks, trademarks etc. The Customer is not entitled to register any rights towards the Products, including patents, brands, marks and trademarks etc., or to have any other marks, brands, or trademarks registered, which may be mistaken for those of Ergolash. In any event, the Customer's use of Ergolash's identifying marks, brands and trademarks shall cease immediately upon the expiry of the Agreement, regardless of the cause of such termination.

The Customer is not entitled to reverse engineer the patented shaft, which is a component of the Product. Ergolash holds all intellectual property rights pertaining to the patented shaft. The Customer is not entitled to change, modify or make any further developments to the patented shaft, nor may the Customer allow any third party to make such changes, modification or developments.

12. Complaints

The Customer is obligated to examine the Products for defects immediately upon delivery. The Customer is obligated to notify Ergolash, in writing and without undue delay, of any complaints about incomplete or incorrect deliveries or about defects that can be identified during the examination. Hidden defects that cannot be identified through the examination must be reported to Ergolash immediately upon discovery. If complaints or defects are not reported to Ergolash in a timely manner, the delivery shall be deemed approved and all claims of incomplete, incorrect or defective delivery shall be excluded.

If the Products are defective, or if they become defective within a 12-month limitation period for claims of defect (calculated from the delivery date, but never more than 15 months from shipment), Ergolash is obligated to remedy the defects by either making a replacement delivery or, at Ergolash's option, carrying out repairs. These are the Customer's only rights of complaint. Ergolash disclaims any other warranty, express or implied. The Customer is not, in the above tense circumstances, entitled to claim compensation or other remedies.

The Customer shall have no rights or claims for defects (i) caused by the Customer's or the Customer's employees' improper handling or excessive use of the Product, or (ii) if the Customer or the Customer's employees fail to comply with the handling requirements and instructions provided by Ergolash.

13. Returns

The Customer is not entitled to return the Products for refunds unless specifically agreed in writing with Ergolash. The terms of return must be agreed between the parties from time to time, however Products must always be returned in their original, unopened packaging and may not be damaged or deficient in any way. If returned Products do not meet these standards, the Customer's refund will, at Ergolash's discretion, be reduced with an amount corresponding to the damage or deficiency in question.

14. Product liability

Ergolash has taken out a product liability insurance. Ergolash is only liable for the Products in accordance with the Danish Act on Product Liability

15. Limitation of liability

Ergolash is not liable to the Customer for any indirect, incidental, special or consequential damages, including but not limited to lost profits, loss of use, loss of production or damage to other production equipment. Ergolash shall be liable without limitation for material breaches of contract, in particular with respect to the quality of the Products, if Ergolash has acted willfully or with gross negligence, as well as in cases where the breach of contract causes damage to health. In all other cases where Ergolash commits a material breach of contract, Ergolash's liability for any and all claims arising out of or related to Products, or otherwise relating to the Agreement, whether in contract, tort (including negligence), strict product liability or otherwise shall in no event exceed an amount equal to the preceding 365 days' profits from Ergolash's sales to the Customer.

16. Disputes

This Agreement is governed by Danish law. Any disputes arising out of or in connection with this Agreement shall be settled by the District Court of Odense.