

GENERAL TERMS AND CONDITIONS

The below general terms and conditions apply to all deliveries from MBL Companies as defined unless otherwise expressly agreed in writing.

1. Drawings, tools, etc.

1.1 Any drawings and other technical documents which MBL may choose to send to the Customer remain the property of MBL and MBL has all intellectual property rights over the drawings etc. which must not be copied, reproduced or used in any other manner without authorisation.

1.2 Special tools or models required for the manufacture remain the property of MBL and MBL has all intellectual property rights over the tools or models.

If the Customer pays for the special tool/model it is the property of the Customer and the Customer has all intellectual property rights over the model/tool. MBL is not liable for any damage to the model/tool, unless caused by gross negligence on MBL's part. It is the responsibility of the Customer to insure the model/tool.

If the model/tool is manufactured on the basis of the Customer's drawings, it is the Customer's responsibility to ensure that the drawings are correct and in accordance with the Customer's requirements for the product, including measurements and quality. MBL is hence not liable for defects or imperfections caused by inaccurate drawings, including incorrect information on the drawings. This applies whether the model/tool is the property of the Customer or MBL.

2. Design

2.1 MBL reserves the right without prior notification to make changes to a product if those changes have no essential impact on the specified function, design, quality norm etc. of the product.

2.2 In respect of products manufactured according to the Customer's specifications, the Customer shall guarantee vis-à-vis MBL that said products do not infringe on the intellectual property rights of any third party.

3. Customer's goods

3.1 Customer goods or other materials belonging to the Customer, which are handed over to MBL, are stored at the Customer's expense and risk. Thus MBL shall not be liable for any loss or damage, and any necessary insurance must be taken out by the Customer.

4. Quotation and acceptance

4.1 Any quotation by MBL will remain in force for 60 days from the date of the written quotation unless otherwise agreed. Only quotations written on MBL official headed paper and printed from the MBL computer system and signed by two persons at the same time are valid.

4.2 The Customer's written acceptance of a quotation must be without any change of content and conditions and received by MBL within the time limit for acceptance. In the case of any changes in the content and conditions it is considered to be a new quotation and MBL is not bound by the contents of this new quotation, unless MBL has accepted the new quotation in writing and the circumstances clearly show that MBL was aware of the change in conditions.

4.3 The Customer's order is binding on the Customer and cannot be changed or cancelled without MBL's acceptance.

5. Price

5.1 The quoted prices are based on the current prices and costs at the date of the quotation/order confirmation, including cost of materials, salaries and wages and other manufacturing costs. In the event of changes in said prices and costs – also including changed or new direct or indirect taxes and currency

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fluctuations – up until the date of delivery, MBL is entitled to adjust the prices quoted/confirmed accordingly.

- 5.2 Orders for goods of which the total order amounts to less than EUR 500 excl. VAT will only be invoiced subject to payment by the Customer of a handling fee in the amount of EUR 100, unless otherwise agreed in writing.
- 5.3 All prices are exclusive of VAT, packaging, freight and other taxes and duties. Packaging is charged separately at cost and is not returnable.

6. Delivery

- 6.1 Delivery of goods from MBL is carried out in accordance with INCOTERMS 2010 Ex Works from a logistics centre appointed by MBL, unless otherwise agreed.
- 6.2 If the customer chooses MBL to dispatch the goods, MBL will effect said dispatch as an agent of the Customer and at the Customer's expense and risk. In such situations MBL retains the right to choose the method of transportation.
- 6.3 The term of delivery takes effect from the date on which MBL has received complete information regarding the execution of the order, including all necessary technical details and formalities.
- 6.4 All dates of delivery are approximate and shall not be binding on MBL.
- 6.5 If the Customer decides not to carry out the pick up on the date given by MBL, the Customer must immediately inform MBL of the correct pick up date. The Customer will cover any additional cost for the change of date of pick up/delivery.

7. Quantity

- 7.1 In the case of orders for customized goods, MBL reserves the right to deliver up to 10 per cent more/less than the agreed quantity.

8. Payment

- 8.1 Payment terms are 30 days from the date of invoice unless otherwise agreed in writing. In the event of overdue payment, MBL reserves the right to charge interest. If the Customer fails to observe the terms of payment, MBL will be entitled to suspend the execution of any other orders from the Customer. If the outstanding amount is not paid within a further short term of payment stipulated by MBL, MBL is entitled to cancel all agreements concluded with the Customer and demand all incurred costs be paid by the customer..
- 8.2 MBL shall be entitled to demand that payment be effected in a specific manner.
- 8.3 The Customer shall not be entitled to retain payments or effect set-offs, e.g. with reference to defects or deficiencies in previous deliveries, without MBL's written approval. If MBL grants the customer the right to retain payment, it can only be for the amount of the claimed goods.

9. Retention of title

- 9.1 MBL holds title to the goods and models/tools sold until payment has been effected.

10. Force majeure

- 10.1 In the event of force majeure, including events such as strike, lockout, fire, flooding, major damage to machinery, including comprehensive operational failure, war, ban on import and export, seizure, government intervention, ice obstacle, damage to or loss of ship, delays during transport, non-delivery or incorrect delivery by sub-supplier, shortage of raw materials or energy, or other events over which MBL has no control, MBL is entitled to postpone or cancel the execution of an order. In the event of postponed execution or cancellation, the Customer is not entitled to claim damages or raise any other claim against MBL.

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11. Complaints

- 11.1 The Customer shall examine the delivered goods immediately upon receipt.
- 11.2 Any complaints must be made in writing and not later than 30 days from the date of delivery. Otherwise, the complaint will be rejected. Complaints must be sent to the MBL Company named on the invoice.
- 11.3 The Customer shall forfeit his right to claim defects in the delivered products, which the Customer has examined or ought to have examined, cf. clause 11.1, if a complaint is not filed in accordance with clause 11.2.
- 11.4 Goods can only be returned upon receipt of prior written approval by MBL.

12. Liability

- 12.1 In the case of delay, MBL is not liable for the Customer's loss due to such delay, regardless of the reason for the delay.
- 12.2 Any delivery delays shall not entitle the Customer to cancel an order.
- 12.3 In the case of delivery of defective goods for which MBL can be held liable, MBL is entitled to replace or repair the goods at the customer's premises, if such replacement or repair is effected as soon as possible but within 60 days after receipt of the complaint. The Customer has to make his written complaint to MBL concerning the particular defects in such a manner that it allows MBL to decide whether to repair or replace the goods. If MBL replaces or repairs the defective goods, the Customer will not be entitled to raise any other claim against MBL in respect of the defects in question. Any replacement will be delivered to the Customer's usual delivery address, whereupon the Customer shall be responsible for any re-forwarding. If MBL does not replace or repair the defective goods, MBL shall issue a credit note for the purchase price.
- 12.4 No damages will be paid for the Customer's possible loss of business or profit or any other direct or indirect loss, including any loss due to the Customer's legal relationship with a third party. Damages covered by MBL cannot exceed the amount of the agreed purchase price.
- 12.4 MBL shall not be held liable for defects in the product which are due to incorrect storage, handling or use of the product after the Customer's purchase of said product.
- 12.5 The relations between the Customer and his customers and/or end users shall be of no concern to MBL. MBL shall hence not be liable to the Customer's customers or end users and their potential loss.

13. Product liability

- 13.1 MBL disclaims liability to the widest possible extent relative to the legal position applicable from time to time, and MBL can hence only be subject to product liability in cases where applicable mandatory statutory provisions absolutely demand this.
- 13.2 Provided that mandatory statutory provisions positively impose liability on MBL, MBL shall only be liable for damage, where it is demonstrated that (i) said damage is due to a defect for which MBL is liable, and (ii) this defect is the reason for the damage occurred. The burden of proof hereof shall lie with the Customer.
- 13.3 MBL shall not be held liable, where it is found that the defect causing the damage did not exist at the time when the product was put on the market. Likewise, MBL shall not be held liable, where the defect in the product is the result of the fact that the product must comply with public authorities' mandatory requirements or of the fact that scientific or technical knowledge at the time when the product was put on the market rendered it impossible to discover the defect or that the defect is a known but inevitable defect/risk of the product.
- 13.4 MBL shall furthermore not be held liable for damage occurred as a consequence of the Customer's or other party's incorrect use of the product and/or incorrect information about the product.
- 13.5 The Customer shall be liable to be sued and have this action conducted before the same court or instance and according to similar rules of law as applicable to any product liability case against MBL.
- 13.6 To the extent that MBL should incur product liability towards a third party in connection with the Customer's use of the delivered product, including resale and distribution, the Customer shall indemnify MBL to the extent of the

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restricted liability of MBL as stipulated above.

- 13.7 Any claim for damages relating to product damage shall become statute-barred 3 (three) years after the day when the injured learned of or ought to have learned of the damage, the defect and the name and address of the manufacturer concerned.
- 13.8 MBL is not liable for loss of business or any other indirect loss whatsoever.

14. Forum and governing law

- 14.1 It is agreed that the forum of any dispute between the parties shall be the Court in Viborg, Klostermarken 10-12, 8800 Viborg, Denmark
- 14.2 Any dispute between the parties shall be governed by Danish law.

15. MBL companies

These sales and delivery terms are valid for MBL A/S, MBL Poland Sp. z o.o. and MBL (Xiamen) Co. Ltd.

MBL

1st December 2013