



## GENERAL TERMS AND CONDITIONS OF TRADE ("GTCTs")

These GTCTs apply to all deliveries and quotations of MBL (including MBL A/S, MBL Poland Sp. z o.o. and MBL (Xiamen) Co. Ltd., as applicable) to its customers ("Customer(s)") unless otherwise agreed in an individual written agreement. MBL shall not be bound by any general terms of the Customer.

MBL and the Customer shall jointly be referred to as the "Parties".

### 1. Drawings, technical documentation, tools, etc.

1.1. Any drawings and other technical documentation, which MBL decides to make available to the Customer, shall remain the property of MBL, and MBL shall hold all intellectual property rights thereto. The Customer may use the aforesaid only for purposes and in a manner explicitly authorized by MBL in writing, and the Customer may not copy or reproduce the same or disclose it to a third party without the prior written consent of MBL.

1.2. All tools or models produced by MBL and required for the manufacturing of products sold to the Customer remain the property of MBL, and MBL shall hold all intellectual property rights thereto.

1.3. In the event that the Customer pays for specialised tools/models produced by MBL, required for the manufacturing of the products sold to the Customer, such tools/models shall become the property of the Customer, and the Customer shall hold the intellectual property rights to such tools/models. MBL shall not be liable for any damage to the specialised tools/models, unless caused by gross negligence of MBL. The Customer is responsible for the insurance of specialised tools/models located on the premises of MBL, and the Customer incurs any expenses related to their repair, maintenance and/or replacement.

1.4. If any tools/models are produced on the basis of the Customer's drawings, the Customer is responsible for ensuring that the supplied drawings are correct, appropriate and comply with the requirements of the ordered product (dimensions, technical specification, revision, materials). MBL shall not be liable for damages, losses, costs or defects caused by incorrect or inappropriate drawings or design, including but not limited to costs of repair, modification and scrapping of products manufactured on the basis of incorrect or inappropriate drawings or design. The aforesaid applies irrespective of whether the tools/models are the property of the Customer or of MBL.

### 2. Design

2.1. MBL reserves the right to make changes to products without prior notice to the Customer, if the changes do not significantly affect the functionality, design, quality standards, etc. of the products in question.

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2.2. With regards to the products manufactured in accordance with the Customer's specifications, the Customer, when placing an order, makes an assurance to MBL that the specifications in question do not infringe any third-party rights, in particular intellectual property rights.

### **3. Risk of the Customer's products**

3.1. The Customer's products or other materials belonging to the Customer that have been transferred to MBL are stored at the expense and risk of the Customer. MBL shall not be liable for any loss or damage to such products or materials, and all customary insurances must be taken out by the Customer.

### **4. Offers, acceptance and order confirmation**

4.1. All offers of MBL shall be valid within a period of 90 days from the date on which the offer was made in writing (which includes e-mail), unless otherwise agreed. Only offers made on MBL letterhead or printed directly from MBL's computer system and signed by authorised persons shall be valid and binding on MBL.

4.2. Any valid offers accepted by the Customer shall be binding on the Customer. This is also the case, even if the products are not collected by the Customer.

4.3. After receiving an order from the Customer, MBL will issue an order confirmation to the Customer.

4.4. The Customer's placing of an order within the validity period of the offer and in accordance with its terms shall be binding on the Customer and cannot be changed or cancelled without the written acceptance of authorised persons of MBL.

4.5. The acceptance of MBL's offer by the Customer constitutes acceptance of the GTCTs.

### **5. Price**

5.1. The prices and other conditions of delivery offered by MBL are based on the current prices, costs, exchange rates, taxes and duties valid on the date of the offer/order confirmation. In the event of changes to such prices, costs, exchange rates, taxes and duties up to the date of delivery, MBL is entitled to modify the offered/confirmed prices.

5.2. Orders for products for which the total order amount is less than EUR 500.00 (exclusive of any VAT) will be invoiced subject to payment by the Customer of a handling fee of EUR 250.00, unless otherwise agreed in writing.

5.3. Unless otherwise specified, all prices shall be exclusive of VAT, packing costs, freight, insurance, bank charges and other taxes and duties. The Customer shall be responsible for MBL receiving the full amount

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specified on its invoices; including, if necessary, to (re-)pay MBL any amounts, including the abovementioned, which have been deducted from the amount charged by MBL/the amount paid by the Customer and the amount actually received by MBL.

## 6. Delivery

6.1. Delivery of products from MBL shall be made in accordance with INCOTERMS 2010 "Ex Works" terms and conditions from the logistics centre indicated in the offer, unless otherwise agreed in writing.

6.2. If the Parties agree that MBL shall arrange for transport of the products, MBL shall do so without liability and at the expense and risk of the Customer, and the delivery terms shall remain "Ex Works". MBL have the right to choose the means of transportation.

6.3. The Customer acknowledges and accepts that MBL cannot commence contract performance, until MBL has received complete information on the execution of the order, including all necessary technical and formal data.

6.4. All dates of delivery indicated in the arrangements between the Parties are estimates only and are not binding on MBL.

6.5. MBL is entitled to charge a storage fee in accordance with its applicable rates for each day of delay in the Customer's collection of the ordered products. Furthermore, in such case, the Customer is obliged to inform MBL without delay about the new date of collection. The Customer shall bear all additional costs related to the change of date of collection/delivery.

## 7. Scope of delivery

7.1. The Customer accepts that MBL is entitled to deliver +/- 10% of the agreed quantity of ordered products. The Customer shall nonetheless pay for the quantity of Products actually delivered.

## 8. Payment

8.1. Payment deadlines are set individually for every Customer, and they are indicated each time in the offer, order confirmation, or invoice. As a general rule, the Customer is obliged to make an advance payment within the time limit indicated on the pro-forma invoice, unless the parties have agreed otherwise by way of an individual written agreement.

8.2. In case of overdue payments, MBL reserves the right to charge default interests in the amount of 9.5% per year. In the event that the Customer does not comply with the payment terms and conditions, MBL has the right to abstain from executing any other orders of the Customer. If the overdue amount is not paid

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within an additional 7 calendar days payment period, MBL has the right to cancel all orders placed by the Customer and require the Customer to pay damages.

8.3. The Customer does not have the right to withhold payments or offset any amounts without MBL's prior written acceptance.

## 9. Retention of title

9.1. MBL retains title to all products sold until payment is settled in full by the Customer.

9.2. If the product delivered by MBL to the Customer is transformed in any way by the Customer or becomes incorporated into another product, which is not the property of MBL, MBL obtains ownership to such new product in proportion to the value of the product delivered.

## 10. Force majeure

10.1. In the event of force majeure, including events such as strikes, blockades, fire, flooding, significant damage of machinery, including serious operational failure, war, import or export bans, confiscation, government intervention, icing hindrances, ship damage or loss, transport delays, non-delivery or delivery of wrong products by sub-suppliers, lack of raw materials or blackouts, or other events beyond MBL's control, MBL has the right to delay or cancel the execution of the order. In the event of delay in the order execution following from force majeure, the Customer cannot exercise any remedies for breach (including claims damages).

## 11. Complaints

11.1. The Customer is obliged to examine the delivered products immediately and directly after delivery. The Customer must notify MBL in writing of any obvious defects, including unsuitable colour, material, incorrect product, incomplete product etc., within 7 calendar days of delivery. As for defects which are not obvious upon delivery, the Customer must notify MBL of such in writing within 7 calendar days from the date on which the defects were discovered or ought to have been discovered.

11.2. The Customer loses the right to make any claims in relation to a defect if the Customer does not give notice to MBL, specifying the nature of the defect, within the time limits and conditions set out above. In any event, the Customer loses the right to make any claims in relation to a defect if the Customer does not give MBL notice thereof in writing at the latest within a period of one (1) year from the date of delivery of the product in question.

11.3. Products may be returned solely after obtaining prior written approval of MBL.

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11.4 Any notification delivered in respect of this Clause 11 must be addressed to MBL's Quality Department or to the Customers designated contact person within MBL.

## 12. Liability

12.1. In the event of any delay, MBL shall not be liable for any losses incurred by the Customer as a result of this delay, regardless of the reason for the delay.

12.2. Any delays in the delivery of products do not entitle the Customer to cancel the order, unless such cancellation has been accepted in writing by MBL.

12.3. In case of delivery of defective products and subject to the Customer's compliance with the procedure and requirements set out in Clause 11 of these GTCTs, the Customer is entitled to have the defective products repaired or replaced or have the purchase price refunded, the choice of which shall be at MBL's sole discretion. This shall be the Customers' sole remedy for defective products.

12.4. The Customer is obliged to make the defective products available, or to enable their collection, in a place specified by MBL.

12.5. MBL shall not be liable for damages which have occurred as a result of inappropriate storage, service or use of the product after the purchase of the product by the Customer.

12.6. To the extent that MBL is liable under these GTCTs, MBL's liability shall be limited to EUR 10,000 or the value of the product in question (whichever is higher). Furthermore, MBL shall not be liable for indirect or consequential loss, including loss of profit, production or business.

12.7. MBL shall be liable for product liability only to the extent required by mandatory law.

12.8. The relationships between the Customer and its customers and/or end-users do not concern MBL. Therefore, the Customer shall indemnify MBL for any claims from such parties raised against MBL.

## 13. Governing law and dispute resolution

13.1. These GTCTs shall be governed by the substantive law of Denmark. The CISG shall, however, not apply.

13.2. Any dispute arising out of or in connection with these GTCTs, including any disputes regarding their existence or validity or the termination of the Parties' cooperation, shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are

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commenced. The place of arbitration shall be Copenhagen, Denmark. The language to be used in the arbitral proceedings shall be Danish, or, if the Customer is domiciled outside Denmark, English.

13.3. Notwithstanding the above, MBL shall always be entitled to choose to bring a dispute arising out of or in connection with these GTCTs before the Copenhagen City Court, Denmark, if the Customer is domiciled in the European Union.

#### **14. Miscellaneous**

14.1. If MBL becomes aware that the financial situation of the Customer has significantly deteriorated or that there are reasonable doubts as to the possibility and timeliness of settling payment for the products or tools ordered, MBL is authorised to ask for appropriate protection or advance payment. Furthermore, if any invoices issued by MBL to the Customer are overdue, MBL reserves the right to block and suspend all orders, without liability, until all overdue invoices have been paid in full. The Customer shall bear the risk of any delays resulting from any such orders being blocked or suspended.

14.2. Invalidity of one of the provisions of these GTCTs shall not result in the invalidity of other provisions. In the event of ineffectiveness of any provision of these GTCTs, the economic objective which the Parties wished to achieve through such a provision must be taken into account.

MBL, 2019.

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