

General Terms and Conditions of Sale and Business as of 1 December 2018

1. Scope

1.1 Scope. These general terms and conditions for sale (the "Terms and Conditions") shall apply to all contracts for the sale and supply of products and spare parts to business customers by LS Control A/S, CVR No 15288205, ("the Company"), as well as to the associated services to said business customers. LS Control A/S does not sell to private individuals.

2. Contractual Basis

2.1 Contractual basis. Together with the Company's offers and order confirmations, these Terms and Conditions shall constitute the entire contractual basis for the Company's sale and delivery of products, spare parts and services provided to the customer ("the Contractual Basis"). The terms and conditions of purchase printed on or otherwise communicated to the Company shall not form part of the Contractual Basis, unless explicitly agreed.

2.2 Amendments and addenda. Amendments and addenda to this Contractual Basis shall only apply if agreed in writing between the parties.

3. Products, Spare Parts and Services

3.1 Products and spare parts. Products and spare parts sold and delivered to the customer by the Company are new or refurbished to the same level and comply with Danish legislation on delivery. The Company sells and supplies spare parts for a product for at least 24 months and no more than 120 months after it has been delivered to the customer, alternatively, an equivalent product at the Company's option is supplied.

3.2 Services. Associated services sold and supplied to the customer by the Company in connection with the sale and delivery of products or spare parts, such as guidance and installation, shall be carried out in a correct and craftsmanlike manner and shall comply with Danish legislation on delivery.

3.3 Limitation of liability. Products, spare parts and associated services sold and supplied to the customer by the Company shall be intended for use in the EU for the use described in the Contractual Basis or the guidance provided. Notwithstanding any conflicting terms in the Contractual Basis, the Company shall under no circumstances be liable for any loss or damage attributable to use for other purposes or for use outside the EU. The Customer shall indemnify the Company to the extent that the Company may incur liability for such loss or damage.

4. Price and Payment

4.1 Price. The price of products, spare parts and associated services shall be that set out in the Company's current price list at the time when the Company confirms the customer's order, unless otherwise agreed in writing by the parties. All prices shall be exclusive of VAT, expense, freight and any environmental fees and other statutory charges and taxes and shall be in DKK unless otherwise stated.

4.2 Payment. The customer shall pay all invoices for products, spare parts or associated services within 8 days of delivery, unless otherwise agreed in writing by the parties, which would be apparent from the invoice.

4.3 Handling fee. A handling fee of DKK 130 is added to purchases totalling less than DKK 600 (exclusive of VAT).

5. Overdue Payment

5.1 Interest. If the customer fails to pay an invoice for products, spare parts or associated services on a timely basis for reasons for which the Company is not responsible, the Company shall be entitled to calculate and add an interest rate of 3% for every month or part of a month from due date and until payment is made, together with a reminder fee of DKK 125 per reminder.

5.2 Rescission. If the customer fails to pay a due invoice for products, spare parts or associated services within 14 days of receiving a written request for payment from the Company, the Company shall in addition to interest in accordance with section 5.1 be entitled to: (i) rescind the sale of the products, spare parts and/or associated ser-

vices to which the delay relates; (ii) rescind the sale of products, spare parts and/or associated services that have not yet been delivered to the customer or require prepayment for these, and/or (iii) rely on other remedies for breach of contract.

5.3 Ownership. The seller retains the right of ownership of all products, services and development projects until full payment for the entire delivery/service/project has been received.

6. Offers, Order and Order Confirmations

6.1 Offers. Offers shall be valid for 30 days from the date of the offer, unless otherwise stated in the offer. Acceptance of offers received by the Company after the expiry of the acceptance period shall not bind the Company, unless the Company informs the customer otherwise.

6.2 Orders. The Customer shall place orders for products, spare parts or associated services with the Company in writing. An order shall contain the following information for each ordered product, spare part or service: (i) Order Number, (ii) Item Number, (iii) Item Description, (iv) Quantity, (v) Price, (vi) Terms of Payment, (vii) Delivery Date, (viii) Delivery Address, and (ix) Terms of Delivery. Orders of a total value of up to DKK 25,000 may, however, be placed by telephone.

6.3 Order confirmations. The Company endeavours to send confirmation or rejection of orders for products and spare parts in writing to the customer no later than two business days after receipt of the order. Confirmations and rejections of orders shall be in writing in order to bind the Company.

6.4 Changes to orders. The customer cannot change an order placed for products, spare parts or associated services without obtaining the prior written consent of the Company.

6.5 Framework orders with agreed delivery times and numbers shall always be made upon agreement and placing of orders with specified delivery time and deviations from this require separate agreement. Changes to agreements, including products and services under a framework order, shall only be amended on separate agreement.

6.6 Waiver orders are basically issued for a maximum of 12 months at a time and shall always require a separate agreement. If a waiver order has not been completed within the agreed time, the remaining part of the order shall automatically be sent to the buyer and invoiced in the usual manner. Changes to agreements, including products and services under a waiver order, shall only be made by separate agreement.

6.7 Inconsistent terms. If the Company's confirmation of an order for products, spare parts or associated services does not match the customer's order or the Contractual Basis and the customer does not wish to accept the inconsistent terms, the customer shall notify the Company in writing no later than 2 business days after receipt of the order confirmation. Otherwise, the customer shall be bound by the order confirmation.

6.8 Returns. Returned goods shall only be accepted by prior agreement. The return of customer goods and tailored goods shall not be accepted. Returns shall be undamaged and in unopened original packaging and shall be returned free of charge to the seller. Good returned later than three (3) months from the date of delivery shall not be credited. On return within eight (8) days of date of delivery, 5% shall be deducted, although no less than DKK 100. On return within three (3) months from date of delivery, 20% shall be deducted, although no less than DKK 100. On return without return number or invoice number, 35% shall be deducted, although no less than DKK 200.

6.9 Development work shall require separate agreement; however, the following applies as a minimum:

Commencement of a development product at the customer's behest shall be deemed to be the customer's acceptable of that specified and offered.

If subsequent changes to specifications give rise to change e.g. prices and time schedules, the Company shall update the offer accordingly. If a project is stopped, the work completed shall be invoiced regardless of the reason for the termination of the project and an additional sum of no less than 25% of the remaining project value shall be invoiced.

A submitted purchase order from a buyer for a developed product launched on the market, shall be deemed to be final acceptance and approval of said product's functional and physical as well as electrical features as well as compliance with the buyer's specifications. However, the production of prototypes and test products for the customer shall not be deemed to be finished products. The seller shall then consider the development project as having been completed and the product shall then be transferred to the seller's production. All subsequent requests and requirements for the product, notwithstanding the reason, shall require the submission of a new development project by agreement.

Unless otherwise agreed, the invoicing shall be undertaken as follows: One-third at project commencement, one-third at delivery of prototype and one-third at completion of the project.

Products shall be developed in accordance with the specifications provided and standards applicable at the time of development. On the completion of development projects, the buyer shall have sole responsibility for ensuring that the product, including any software, continues to meet the requirements of the buyer, the buyer's customers and any authorities. In addition, it is the sole responsibility of the buyer to ensure that no third-party rights have been / are violated including intellectual property rights. Paragraph 12.2 in these Terms and Conditions is therefore not applicable for development performed on behalf of the customer.

The buyer shall be the legal manufacturer of the product. The seller undertakes solely to produce these products for the buyer or any customer designated by the buyer.

The buyer shall not be entitled to rely on other remedies than those included in these "Terms and Conditions".

7. Delivery

7.1 Terms of delivery. The company delivers all sold products and spare parts EXW (Incoterm 2010), unless otherwise explicitly agreed in writing and apparent from the order confirmation.

7.2 Delivery time. The Company endeavours to dispatch all sold products and spare parts at the time specified in the Company's order confirmation. Unless otherwise agreed by the parties, the Company shall be entitled to deliver before the agreed delivery time.

7.3 Inspection. On receipt, the customer shall check that the quantity and type of all products, spare parts conform to order. If the customer ascertains an error or a defect on which the customer wishes to rely, notification of this shall be made in writing to the Company within five (5) business days. If the Company is not immediately notified of an error or a defect, which the customer ascertains or ought to have ascertained, the customer cannot subsequently rely on it.

8. Late Delivery

8.1 Notification. If the Company anticipates a delay in the delivery of products, spare parts or associated services, the Company shall inform the customer and, at the same time, state the reason for the delay and the new expected delivery time.

8.2 Rescission. If the Company fails to deliver products, spare parts or associated services within 14 days of the confirmed delivery time for reasons for which the Customer is not responsible, the Customer shall be entitled to terminate the delivery affected by the delay without notice by providing written notification to the Company. The buyer cannot rely on remedies for late delivery if the delay is based on the buyer changing the specifications of the product after receipt of order, on the buyer having to provide components for the task, having designated specific subcontractors or specific component manufacturers. The customer shall have no other rights in the event of late delivery.

8.3 Late delivery caused by the customer. In case of late delivery by more than 14 days from the confirmed delivery period and this delay is based on the buyer changing the specifications of the product after receipt of the order, on the buyer having to provide components for the task, having designated specific subcontractors or specific component manufacturers, the Company shall be entitled to pre-invoice the delivery ordered.

9. Complaints, Errors and Defects

9.1 Complaints. The Company undertakes that products, spare parts and associated services shall be free of material errors and defects in design, materials and workmanship for a period of 12 months from the time of delivery. With respect to parts, being replaced under guarantee, the complaints

period shall be 12 months from the date of replacement, however, a maximum of 24 months from the original delivery.

9.2 Exclusions. The right of complaint shall exclude wearing parts such as buttons and similar operating parts, electrolytes and batteries as well as errors and defects due to: (i) general wear and tear, (ii) storage, installation, use or maintenance in contravention of the Company's instructions or general practice, (iii) repairs or changes made by anyone other than the Company, and (iv) other circumstances for which the Company is not responsible.

9.3 Notification. If the customer ascertains an error or a defect during the complaints period on which the customer wishes to rely, the Company shall be immediately notified of this in writing. If the Company is not immediately notified of the error or defect ascertained by the customer, or which the customer ought to have ascertained, it cannot later be relied on. The customer shall provide the Company with any information on a notified error or defect requested by the Company. If there is reason to believe that the error/defect may cause a risk of injury, this shall be notified immediately. Whatever the reason, the customer's rights to rely on errors and defects shall always lapse no later than 12 months from the time of delivery.

9.4 Inspection. Within a reasonable period of time from the Company having received notification of an error or defect and having examined the claim, the Company shall inform the customer whether the error or defect is covered by the right of complaint. If requested, the customer shall send defective parts to the Company. The customer shall carry the costs and risk of parts during transport to the Company. The Company shall carry the costs and risk of parts during transport to the customer if the error or defect is covered by the right of complaint. In the event of a claim of an error/a defect being rejected, the Company shall be entitled to invoice the customer an initial fee of DKK 200 as well as the time spent at the current hourly rate and the price of materials used in connection with troubleshooting and, if applicable, repairing the product.

9.5 Remedial action. Within a reasonable time from the Company having notified the customer in accordance with section 9.4 of an error or a defect being covered by the right of complaint, the Company shall rectify the error or defect by: (i) replacing or repairing defective parts; or (ii) sending parts to the customer for replacement or repair to be carried out by the customer.

9.6 Rescission. If the Company fails to remedy an error or a defect covered by the right of complaint within a reasonable period of time from the Company having notified the customer in accordance with section 9.4, for reasons that are not the responsibility of the customer, and the error or defect is not remedied within a reasonable period of no more than 60 business days, the customer shall be entitled to rescind the order directly affected by the error or defect without notice by providing written notice to the Company. The customer shall have no other rights in the event of errors or defects in products, spare parts or associated services other than those expressly stated in section 9.

9.7 Indirect losses. Regardless of any inconsistent terms in the Contractual Basis, the Company shall not be liable to the customer for any indirect losses, including loss of production, sales, profits, time or goodwill, unless intentional or grossly negligent.

10. Liability

10.1 Liability. Each party shall be responsible for its own actions and omissions in accordance with applicable law with the limitations imposed by the Contractual Basis.

10.2 Product liability. The Company shall be responsible for product liability in respect of products and spare parts supplied to the extent that such liability arises from mandatory legislation. The customer shall indemnify the Company to the extent that the Company may incur additional product liability. It is the responsibility of the customer to ensure that goods developed on behalf of or in collaboration with the customer shall always comply with current legislation and customer requirements.

10.3 Indirect losses. Regardless of any inconsistent terms in the Contractual Basis, the Company shall not be liable to the customer for indirect losses, including loss of production, sales, profits, time or goodwill, unless intentional or grossly negligent.

10.4 Limitation of liability. Regardless of any inconsistent terms in the Contractual Basis, the Company shall not be liable to the customer for damage to property for more than a total of DKK 100,000 per calendar year, unless 10% of the sale of products spare parts and associated services which Company has invoiced the customer on a net basis during the previous year exceeds this sum. In those circum-

stances, the 10% shall constitute the maximum amount.

This limitation of liability shall not apply if the Company has acted intentionally or grossly negligently.

The financial liability of the Company for property damage shall always be limited to the sum equivalent to current insurance cover.

The customer shall carry the risk relating to the compatibility of the products and services supplied by the Company with the customer's existing systems. The Company shall be subject to no liability for whether and how the product delivered works with the customer's other products.

The customer shall be responsible for obtaining the necessary specifications for the products and services provided for its own assessment of interoperability with the customer's other systems.

The customer shall be responsible for securing against computer viruses.

The company shall not be held liable for any damage or loss in connection with incompatibility between products, neither in relation to the existing products of the customer nor the combination of the Company's products as chosen by the customer.

11. Force Majeure

11.1 Force majeure. Regardless of any inconsistent terms in the Contractual Basis, the Company shall not be liable to the customer for non-fulfilment of obligation attributable to force majeure. This exemption from liability shall exist for as long as force majeure prevails. Force majeure shall be deemed to be matters beyond the control of the Company and which the Company should not have foreseen at the conclusion of the agreement. Examples of force majeure are unusual natural conditions, war, terror, fire, flooding, vandalism and labour disputes.

11.2 Indirect losses. Regardless of any inconsistent terms in the Contractual Basis, the Company shall not be liable to the customer for indirect losses, including loss of production, sales, profits, time or goodwill, unless intentional or grossly negligent.

12. Intellectual Property Rights

12.1 Property right. Complete ownership of all intellectual property rights relating to products, spare parts and associated services, including patents, designs, trademarks, copyrights, user guides and manuals,

sales and marketing materials shall belong to the Company, unless otherwise explicitly agreed.

12.2 Infringement. If products or spare parts supplied violate any third party intellectual property rights, the Company shall, at its own expense, either: (i) secure the right for the customer to continue using the infringing products or spare parts; (ii) change the infringing products or spare parts so that they no longer constitute an infringement, (iii) replace the infringing products or spare parts with some that do not constitute an infringement; or (iv) buy back the infringing products or spare parts at the original net purchase price, less 50% per year since delivery took place. The Customer shall have no other rights in connection with the infringement of three-party intellectual property rights by products, spare parts or affiliated services.

13. Confidentiality

13.1 Disclosure and use. The customer shall not disclose or use or allow others to use the Company's trade secrets, designs, constructions or software or other information, regardless of its nature, which are not already publicly available.

13.2 Protection. The customer shall not acquire or attempt to acquire knowledge of or disclosure of the Company's confidential information as described in section 13.1. The customer shall handle and store such information in a responsible manner to avoid accidental disclosure to others.

13.3 Duration. The customer's obligation under sections 13.1-13.2 shall apply during the business relation between the parties and shall not be subject to any time limit at the termination of said business relation, regardless of the cause of said termination.

14. Applicable Law and Venue

14.1 Applicable law. The business relation between the parties shall in all respects be subject to Danish law.

14.2 Venue. Any dispute arising from the business relations between the parties shall be decided by a Danish court of law.

14.3 Proviso. Subject to any printing and printing errors in these general terms and conditions for sale and delivery and any documentation accompanying goods delivered.