

# General terms and conditions of sales



## Exhibit A

These terms and conditions of sale shall apply unless otherwise agreed in writing between JP Air Tech ApS, CVR nr.25054342 hereinafter mentioned as the Seller and the Buyer.

### 1. Prices and Terms of Delivery

- 1.1 All prices are based on payment by direct electronic or bank transfer to the account specified on the invoice.
- 1.2 Up to and including the date of delivery the Seller shall be entitled to alter prices in accordance with changes in currency.
- 1.3 The term of delivery is Delivery Duty Unpaid, EXW, INCOTERMS 2000.
- 1.4 The value added tax in force on the date of invoicing shall be added to all deliveries within Denmark and otherwise in accordance with Danish law and regulations.

### 2. Passing of Risk

- 2.1 The buyer must bear all risks of loss or damage to the goods from the time they have been delivered or latest 10 days after the time of delivery which arise either because the Buyer fails to nominate the carrier or because the carrier fails to take the goods into his charge at the time of delivery.

### 3. Time of Delivery

- 3.1 Times of delivery quoted are intended as a best estimate and guideline only.
- 3.2 The Seller shall not be responsible for any consequential loss, loss of time or profit, daily damages, or any other loss which may be incurred as a result of delayed delivery.
- 3.3 The Seller has the right to affect partial deliveries.

### 4. Ownership Reservation

- 4.1 The Seller reserves the ownership of the delivered components until payment is affected.

### 5. Payment

- 5.1 Full payment shall be according to the date of the invoice.
- 5.2 If payment is received later than due date, an interest of 1.5% per month will be charged. There will be an additional fee of EUR 15 for every reminder.

### 6. Warranty

- 6.1 The Seller warrants components of good quality design, materials and workmanship for a period of 2 years from the order date.
- 6.2 The warranty is only applicable on the Buyers correct handling, storing, installation and use of the components delivered as per the Sellers Specification. The Buyer is not allowed to repair or change the components in any way under the warranty.
- 6.3 The Buyer undertakes to inspect the goods either at Sellers premises or immediately upon receipt. Claims by the Buyer shall be made within 10 days of reception.

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## Exhibit A (continued)

6.4 In the event of a claim being accepted by the Seller, the Buyer will be entitled to a replacement delivery affected upon the return to the Seller of the defective components and on the same delivery term. No other compensation shall be granted than provided for above.

6.5 The Seller shall not be held liable for any consequential loss, loss of time or profit, or daily penalties or any other loss which may result from defective goods.

### 7. Product Liability

7.1 Seller is only responsible for product liability according to the Danish Product Liability Act.

7.2 The Seller shall not be responsible for any other personal injury or damage property in relation to the Buyer. Product liability is thus disclaimed also with regard to damage which may be referred to faults or neglect on the part of the Seller.

7.3 If the components delivered cause damage to any third party or third entitles the third party to compensation, such compensation shall be finally paid by the Buyer irrespective of whether the damage may be caused by faults or omissions committed by the Seller. However, this shall not apply if the Product Liability Act comprises the damage and such a distribution of liability is contrary to indispensable rules of the Act.

7.4 The product liability shall in no circumstances comprise consequential loss, loss of time or profit, or daily penalties or any other indirect loss.

### 8. Force Majeure

8.1 The Seller shall be exempt from liability for any non-delivery, short delivery or delayed delivery which are due either in part or in whole to circumstances beyond the control of the Seller such as breakdown of production plant, fire, war, riots, civil disturbances, strikes/refusal to work, lock-out, non-delivery, short delivery or delayed delivery on the part of sub suppliers, shortage of labour, fuel or motive power, restrictions on currency or trade embargoes, intervention of public authorities including the European Community.

### 9. Applicable Law and Venue

9.1 Disputes arising out of this agreement and conditions connected therewith shall be settled in accordance with the rules of Danish law, with the City Court in Copenhagen (Københavns Byret) as proper venue.