1. Purchasers’ orders are only binding on EB if the purchaser has received an order confirmation in writing.

2. The prices quoted are net prices ex works, and do not include packaging and duties.

3. The obligations of EB include only those specified in the order confirmation.

4. All information and data contained in general product literature, whether in written, electronic or any other form, are binding only to the extent that they are by reference expressly included in the contract.

5. All drawings and technical documents relating to the purchase or its manufacture submitted by EB to the Purchaser, prior to subsequent order confirmation - or contract shall remain the property of EB. Drawings, technical documents or other technical information received by the Purchaser shall not with- out the consent of EB be used for any other purpose, than that for which they were transmitted. They may not, without the consent of EB, otherwise be used or copied, reproduced, transmitted or communicated to a third party.

6. The obligations of EB apply only to payroll costs and other payroll-related services, such as accounting and advice given to the Purchaser, prior or subsequent to the order confirmation or contract.

7. The Purchaser shall indemnify and hold EB harmless to the extent of any (movable or immovable) property where the EB fails to observe any of the terms hereof, that the Purchaser has ordered the goods cannot be delivered.

8. The obligations of EB towards the Purchaser shall however always be set - tled in accordance with Clause 14.

9. The Purchaser shall indemnify and hold EB harmless to the extent of exposing or gaining access to defective parts, shall be stopped or is delayed by official requirements.

10. Limitation of liability

10.1 There shall be no liability for EB towards the Purchaser for loss of production, loss of profit, loss of use, loss of standing or any other consequential or indirect loss whatsoever.

11. Force majeure

11.1 EB shall not be liable for failure to complete, or delay in completing the agreement as a result of force majeure, war, riots, civil unrest, government inter- vention or the intervention of public authorities, fire, damage, strikes, lockouts, export or import bans, non-delivery or late delivery from subcontractors or sub-suppliers, shortage of labour or fuel, nor for any other circumstance beyond the control of EB, and li- able to delay or prevent the manufacture and delivery of the goods sold.

12. Cancellation

12.1 Orders manufactured in whole or in part in the specifications of the purchaser cannot be cancelled.

13. Information, structural drawings, instruction material and certificates

13.1 Without further notice, EB reserves the right to make changes in its products, provided such changes have no adverse effect on the product purchased. This shall also apply to products already ordered.

13.2 When delivering the products, EB undertakes to send instructional material to ensure that installation, storage and maintenance required by regulations are observed.

13.3 Attendances, approvals and certificates shall be paid for separately by the purchaser.

14. Applicable law and legal venue

14.1 Any dispute between the parties which cannot be settled amicably shall be settled by Danish law - either by arbitration in accordance with the Commercial Court of the Western High Court of Den- mark. One of these members - the Chairman - must be qualified as a judge. The other two members shall have professional qualifications with respect to the subject of the dispute.

General Terms and Conditions for the Supply of Products

for EagleBurgmann KE A/S and EagleBurgmann KE A/S Denmark

Revised 2017.11