

TERMS OF SALE AND DELIVERY FOR J.P. GROUP, VIBORG a/s

1. Scope and product information

These terms of sale and delivery shall unless otherwise expressly agreed in writing apply to all quotations made and agreements entered into by J.P. Group, Viborg A/S (hereinafter called "J.P.") with and on behalf of its customers (hereinafter called the "Customer").

None of the Customer's purchasing conditions or similar terms enforced by the Customer shall be binding on J.P. product information from J.P. given in brochures, price lists and the like are directive only and shall not be binding on J.P. unless the agreement specifically states so.

2. Quotations and prices

All quotations made by J.P. stipulate a time of acceptance of 10 days from the date of quotation.

J.P. shall be entitled before delivery takes place to adjust its prices by any documentable price increase owing to, for example, foreign exchange changes, raw material price changes, increasing wage and salary index and the like.

All prices are exclusive of value-added tax (VAT), duties, customs, freight, packaging, mounting and any environmental surcharges that J.P. is entitled to charge from the Customer.

J.P. shall not add VAT on any invoice issued to Customers residing in countries of the European Union other than Denmark. The Customer is obligated to pay VAT in his home country. According to Danish VAT legislation it's a condition for the above mentioned that J.P. prior to the issue of the invoice receives all necessary documentation that the Customer has a VAT registration in the European Union or an import permit.

3. Place of delivery, time of delivery and return

Unless otherwise agreed, the terms of delivery are "FCA Viborg" (Incoterms 2020). Irrespective of delivery being effected from J.P.'s factory, J.P. shall be entitled to freely choose the means of transport/transport route from J.P.'s factory to the customer's destination.

The time of delivery is stated in the order confirmation. J.P. is entitled, however, to effect delivery up to three weeks after the stated time of delivery without a delay arising.

In the event of J.P. being prevented or materially hindered from honoring its delivery obligation, such obligation shall lapse for as long as the hindrance may exist.

In the event of any doubt arising for any reason whatsoever as to the Customer's payment ability, J.P. shall be entitled to refuse delivery until the Customer presents a suitable payment security as determined by J.P. Supplied goods cannot be returned unless this has been agreed expressly in writing.

J.P. shall be entitled to make part deliveries. J.P. shall only be liable for delays provided the Customer proves that J.P. has committed errors or is guilty of negligence. J.P. shall under no circumstances pay any compensation for operating losses, time losses, loss of earnings or indirect loss due to delayed delivery.

For online orders in the web shop, the order can be delivered through parcel service from forwarders such as UPS, DHL, FEDEX etc. or pallet shipments from forwarders such as Dachser, Freja, DSV, etc. depending on destination and volume.

4. Payment

Unless otherwise expressly agreed in writing, the consideration payable to J.P. falls due for payment in cash upon the delivery of the goods to the Customer. In the event of the Customer not paying within the stipulated

time, J.P. shall be entitled to charge 2 per cent penal interest per month commenced from the due date until payment is effected.

Where current deliveries are concerned, J.P. shall not be obliged to make any additional deliveries until the amount due has been paid.

Complaints in respect of deliveries shall not entitle the Customer to withhold payment for deliveries already made.

For online orders in the web shop, the payment can be made with a credit card such as: Mastercard according to current regulations for credit card payment online.

5. Title

J.P. shall retain the title to the goods sold until all due amounts under the agreement concerned have been paid.

A) The purchased item shall remain J.P.s property up to the satisfaction of all payments due under the agreement and claims of the Seller arising from the purchase contract as well as from the business relationship.

B) The Customer shall be obliged to handle the purchase item subject to reservation with care. In particular, the Customer shall be obliged to adequately insure the purchase item subject to reservation at its own expense against the risk of fire, water damage and theft at the replacement value.

C) The purchase item subject to reservation may neither be pledged to third parties nor be transferred by way of security. In the event that the purchase item subject to reservation is taken in execution or otherwise seized by a third party, the Customer shall give J.P. written notification thereof without delay.

D) The Customer shall be entitled to resell the purchase item subject to reservation in the normal course of business. However, the Customer shall already now assign to J.P. up to the sum of the final invoiced amount of the purchase money claim payable by the Customer all accounts receivable that accrue to it against its customers or third parties as a result of reselling, irrespective of whether the purchase items were resold without being processed or after having been processed. The Customer shall also remain authorized to collect these accounts receivable after the assignment of claims.

6. Product changes

J.P. reserves the right to continuously implement product and design changes in relation to drawings, etc., handed over by the Customer provided such changes do not give rise to any function changes or result in other material inconvenience for the Customer.

7. Liability for defects

The Customer shall immediately upon receipt and before putting the goods delivered into use examine them with a view to ensuring that they are free from any defects.

Customer complaints in respect of defects shall only be considered as having been lodged in time provided such complaints have been specified in detail and lodged in writing immediately upon the discovery of the defect and not later than eight days after receipt of the goods delivered. Any expenses incurred by the Customer in connection with the ascertainment of defects shall be of no concern to J.P. In respect of defects for which J.P. is liable J.P. shall be entitled to remedy any such defects within a reasonable time. In the event of J.P. not remedying such defects, the Customer may set a final deadline for such remedying. If such deadline is observed, the Customer shall not be entitled to terminate the agreement or demand a pro-rata reduction of the price or compensation.

Any costs in connection with replacements of parts, including dismounting and mounting, transport of defect parts between the Customer and J.P. is at the Customer's risk and cost. Defect parts are the property of J.P.

J.P.'s liability does not extend to defects manifesting themselves in materials supplied by the Customer or defects in designs demanded by the Customer.

J.P. shall under no circumstances pay compensation for operating losses, time losses, loss of earnings or indirect loss due to defects or compensation for the coverage of consequential damage and expenses in connection with the dismounting and remounting of the goods sold, including other objects into which the goods sold may be incorporated. J.P. will not issue a credit note for an amount less than 20 Euros.

8. Product liability

The Customer shall indemnify J.P. to the extent that J.P. incurs product liability towards third parties for such damage or loss for which J.P. in pursuance of these terms of sale and delivery, including clause 8, is not liable vis-à-vis the Customer. In the event of personal injury J.P. shall be liable in accordance with Danish Act no 371 of 7 June 1989 on product liability if the Customer proves that such injury was caused by actions or omissions on the part of J.P.

J.P. shall not be liable for damage to real estate or chattels personal unless J.P. is guilty of gross negligence. In the event of J.P.'s products being incorporated as parts or components into other products, J.P. shall not be liable for damage to the Customer's products or damage to products of which the Customer's products are a part unless J.P. is guilty of gross negligence.

J.P. shall not be liable for any operation loss, loss of time, loss of earnings or indirect loss, caused by events under Section 8 or consequential loss.

The parties shall immediately notify each other in the event of third parties setting up any claims.

9. Force majeure/exemption from liability

The following circumstances shall exempt J.P. from liability if they hinder the performance of the agreement or render the performance hereof unreasonably cumbersome: Labour disputes/lockouts and any other circumstances outside J.P.'s control such as fire, war, mobilisation or military call-up of similar extent, requisitioning, confiscation, exchange controls, rebellion and civil unrest, lack of means of transport, transport impediments including icy roads or traffic accidents, general scarcity of goods, fuel restrictions and defective or delayed deliveries from subsuppliers.

In the event of J.P. wishing to rely on the circumstances mentioned in clause 9 of these terms and conditions, J.P. shall without undue delay notify the Customer hereof and keep the customer informed about the development of any such circumstances. If an event as outlined in clause 9 hereof occurs thereby hindering the performance of the agreement for more than two months, either party shall be entitled to terminate the agreement by written notice to the other party.

The Customer shall in all respects indemnify J.P. for any third-party claims which the Customer is not entitled to set up against J.P. in pursuance of these terms of sale and delivery.

10. Time limitation, venue and applicable law

All claims against J.P. shall become statute-barred not later than one year after the date on which the Customer took over the risk of the goods sold if such claim has not been set up in writing prior to that date. If the goods sold are used more intensively than agreed upon or as presumed when the agreement was entered into, the limitation period shall be shortened correspondingly. Any dispute shall be settled by the ordinary courts at J.P.'s venue. Any dispute shall be settled in accordance with the substantive laws of Denmark, i.e. disregarding its rules of renvoi.

11. Export restrictions and sanctions

The Customer is obliged to comply with all applicable export control and sanctions laws and regulations; in particular with export control and sanctions laws and regulations of the European Union, the United Nations and United States of America.

The Customer must ensure that neither itself nor any of its affiliates, subsidiaries or other related parties will infringe existing trade restrictions or restrictive measures against persons and/or entities which are listed on a sanctions list. However, this obligation to comply with all applicable export control and sanctions laws and regulations shall not apply if and to the extent compliance with such export control and/or sanctions laws and regulations of a third country would be prohibited by applicable Danish and/or EU law.