

STANDARD TERMS AND CONDITIONS OF SALE

These Standard Terms and Conditions of Sale ("Agreement") apply to, and are incorporated into, all purchase agreements agreed with Scan-Speak A/S ("Supplier"), to all the Supplier's offers and quotations and to deliveries and services provided by the Supplier. No variation to these terms and conditions may be agreed to other than in writing and signed by authorized representatives of the parties and any variations to particular purchase agreements shall not apply to other purchase agreements unless expressly confirmed in writing.

1. **Scope of Agreement:** Supplier, upon acceptance of an order placed by Buyer, will supply the products ("Product") specified in the order to Buyer, pursuant to this Agreement. Supplier's acceptance of such order is expressly limited to the terms and conditions of this Agreement which will control and render any conflicting provisions contained in Buyer's purchase orders, invoices, acknowledgements or other documents null and void. The details of the Product (e.g. quantity, price, and product specifications) shall be set forth in the relevant order.
2. **Delivery:** All terms of delivery shall be stated in the order confirmation and be interpreted according to the most current version of Incoterms. Supplier is deemed to have fulfilled its delivery obligations when the delivered quantity is within +/-10% of the ordered quantity.
The Buyer may request that the Supplier organizes the transport of the Products on the Buyer's behalf, in which case the Buyer shall be responsible for all costs and risk associated with such transport.
The Buyer must inspect the Product immediately upon receipt. The Buyer must submit complaints concerning visible defects in the Products (including, without limitation, complaints concerning quantity, dimensions, and quality in writing as soon as possible and not later than within thirty (30) days of delivery and any failure to do so shall mean that the Buyer has no remedy in respect of such defects and the Supplier is deemed to have met its obligations in full.
Without the Supplier's written consent, the Buyer shall not return Products to the Supplier.
3. **Price and Payment:** (a) The prices payable by Buyer for the Product to be supplied by Supplier under this Agreement will be specified in the applicable order confirmation. Unless otherwise expressly stated in an order, all prices exclude shipping and taxes; (b) Payment Terms are subject to credit approval. If no Payment Terms have been approved then payment is to be made in Cash prior to shipment; and (c) If Buyer does not pay an invoiced amount within terms, Buyer will in addition pay finance charges of two (2.0%) per month on the late balance and Supplier reserves the right to (i) withhold further shipments until full payment is made; and/or (ii) revoke any credit extended to Buyer.
4. **Drawings and Descriptions:** All drawings, technical documents or other written content relating to the Product or its manufacture submitted by one party to the other shall remain the property of the submitting party and shall not, without the consent of the submitting party, otherwise be used, copied, reproduced, transmitted or communicated to a third party.
5. **Confidential Information:** Any information marked as "Confidential" (or with a similar legend) that the parties receive or otherwise have access to incidental to or in connection with this Agreement (collectively, the "Confidential Information"), shall be and remain the property of the disclosing party. Confidential Information shall not include information which: (i) was in the possession of the receiving party at the time it was first disclosed by the disclosing party; (ii) was in the public domain at the time it was disclosed to the receiving party; (iii) enters the public domain through sources independent of the receiving party and through no breach of this provision by the receiving party; (iv) is made available by the disclosing party to a third party on an unrestricted, non-confidential basis; (v) was lawfully obtained by the receiving party from a third party not known by the receiving party to be under an obligation of confidentiality to the disclosing party; or (vi) was at any time developed by the receiving party independently of any disclosure by the disclosing party.
Confidential Information may be used to the extent necessary to perform this Agreement and the parties shall not disclose Confidential Information to any third party without the prior written consent of the disclosing party. In no event shall Buyer acquire any right, title or interest in and to any product or process information, including related know how, either existing or developed during the course of the business relationship with Supplier and Buyer, and in no event shall Supplier acquire any right, title, or interest in and to any materials or information provided to it by Buyer.
6. **Quality and Warranty:** Supplier shall produce the Product according to industry workmanship standards of quality. Supplier warrants that the Products will be free from material and workmanship defects for a period of one (1) year from the date of shipment. Should a defect appear within the warranty period the Buyer should contact Supplier to make arrangements for return of the Product. Upon receipt of the return and Supplier's confirmation of the defect, Supplier shall immediately and free of charge either replace the Product or credit the Product to the Buyer's account.
7. **Product Liability:** Supplier disclaims all liability for damages not subject to Danish Product Liability laws. Should Buyer become aware of any third party claim for product liability, it must immediately notify Supplier and must indemnify the Supplier.
8. **Limitation on Liability:** The Supplier shall not be liable for (a) any loss of profit, business, contracts, revenues or anticipated savings; or (b) any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs and expenses; (whether caused by the negligence of the Supplier, its employees or agents or otherwise) incurred by the Buyer which arise out of or in connection with this Agreement.
The Supplier's aggregate liability in respect of all claims arising out of or in connection with each delivery of Products agreed under a purchase order, whether in contract or tort (including negligence) or otherwise, shall not exceed an amount equal to the price paid or payable by the Buyer for the Product under the purchase order.
9. **Indemnification:** The Buyer shall indemnify the Supplier and its affiliates, employees and agents against all liabilities, costs, and expenses incurred in relation to any claims from third parties arising out of or in connection with any onward supply or processing of the Products by the Buyer.
10. **Governing Law:** This Agreement shall be governed by and construed under the laws of the Kingdom of Denmark. Any dispute relating to the transactions contemplated hereby shall be brought in a court of competent jurisdiction located in Copenhagen, Denmark.
11. **General:** This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated hereby.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason such provision shall be severed from the other provisions of this Agreement and the remainder shall continue in full force and effect.