

The following General Conditions of Sale and Delivery (hereinafter "the General Conditions") shall precede any provision in the Buyer's order, including the Buyer's general conditions. The General Conditions shall apply to any sale of estron a/s' products (hereinafter "Products"), unless otherwise is specifically agreed in writing.

1 DRAWINGS, TOOLS, ETC.

1.1 All drawings and other technical documents supplied by estron a/s shall remain the property of estron a/s and may not be copied, reproduced or in any other way exploited in an unlawful manner.

1.2 Special tools or patterns required for the manufacture of Products shall remain estron a/s' property.

2 ALTERATIONS IN CONSTRUCTIONS

2.1 estron a/s reserves the right to alter the construction of the Product without notice, provided that such change does not affect the function of the Product, nor cause any inconvenience for the Buyer.

2.2 If Products are manufactured according to the Buyer's specifications, estron a/s does not warrant that the Products will not violate the intellectual property rights of any third party.

2.3 estron a/s shall not be liable for defects or irregularities in the final Product caused by either faults or irregularities in the specifications/drawings provided by the Buyer or materials specified by the Buyer.

3 MATERIALS AND GOODS PROVIDED BY THE BUYER

3.1 If the Buyer provides materials and goods to estron a/s for manufacturing, the materials and goods are stored by estron a/s at the Buyer's own account and risk. The buyer is responsible for taking out insurance on the materials and goods, and estron a/s shall have no liability for materials and goods being lost or damaged.

4 OFFERS AND ORDERS

4.1 Offers made by estron a/s shall be binding for 30 days after submission, unless otherwise stated in the offer.

4.2 The Buyer's written acceptance shall be without reservation to the terms stated in the offer and must be received by estron a/s within the time limit specified in subsection 4.1. If the acceptance differs from the offer, the acceptance shall be considered as a new offer. In that case, estron a/s shall not be bound by its acceptance, unless estron a/s has sent an affirmative reply to the new offer specifically stating that the altered terms have been accepted.

5 ALTERATIONS IN PRICES

5.1 Until payment of the product is due, estron a/s reserves the right to alter prices in conformity with alterations in raw material prices, wages, and other production costs, including alterations in taxes, exchange rates, duties etc.

6 DELIVERY TERMS

6.1 Delivery from estron a/s shall be according to INCOTERMS® 2020, clause FCA Industrivej 5 DK-8653 Them, unless otherwise is agreed in writing.

6.2 The time of delivery is estimated by estron a/s according to best judgement. estron a/s is entitled to postpone the time of delivery subject to (i) the final content of the agreement, including approved drawings, technical details, and formalities, in the event of (ii) an unforeseeable event beyond estron's control or (iii) delays caused by the Buyer.

7 QUANTITIES – Applicable for cut/tinned wires and litz wires

7.1 If the delivered quantity differs +/- 10% or less from the agreed quantity, the delivery shall be considered as proper performance of contract by estron a/s. The agreed price shall be adjusted accordingly.

7.2 Boxes of cut and pre-tinned wires and litz wires will be added approximately 2% wires in proportion to the quantity displayed on a counting weight.

7.3 Boxes of wires/litz wires with short tinning (Nominal value < 0.4mm): 1-2 % may be without tinning. Boxes will be added approximately 5% wires in proportion to the quantity displayed on a counting weight.

8 DELAY

8.1 If delay is caused by circumstances beyond estron a/s' control as specified in subsection 12.1 or the matters referred to in clause 6.2 apply, the delivery time shall be postponed accordingly, regardless of whether the cause of non-performance arose before or after the agreed delivery time.

8.2 If a delivery is delayed for more than 2 months and the delay is not due to any of the circumstances mentioned in subsection 10.1, both parties are entitled to cancel the order. The Buyer has waived all other remedies for non-conformance including compensation for the delay, unless the delay is due to gross negligence on the part of estron a/s.

8.3 estron a/s assumes no liability for any consequential losses, loss of profits, loss on stocks, losses due to delay in production or delivery, or any other direct or indirect losses pertaining to delays in delivery.

9 DUTY TO GIVE NOTICE OF DEFECTS

9.1 Upon receipt, the Buyer shall examine the Products. If defects or quantity deviations are ascertained – or should have been ascertained by a reasonable cautious buyer – estron a/s must be notified within eight days after the receipt. Should the Buyer fail to do so, estron a/s is entitled to dismiss all claims regarding the delivered Products.

9.2 In the event of defects that could not be ascertained upon receipt, the Buyer shall complain to estron within eight days after the occurrence of the defect and the complaint must be in writing and specify in which respect the goods or any part thereof do not conform to the agreement. Any claim of which estron a/s has not been notified within 12 months after the delivery date shall become time barred.

10 PAYMENT

10.1 Unless otherwise agreed in writing, payment is due 30 days after the date of invoice. If payment is overdue interest corresponding to 2% per commenced month will be debited until payment is made full. Interest shall be paid before normal payments and cannot be set off against the purchase sum. Upon overdue payments estron a/s is entitled to charge a late payment fee of DKK 100,- for every reminder sent to Buyer.

10.2 If the Buyer fails to comply with the agreed terms of payment, estron a/s shall be entitled to suspend all further orders. estron a/s reserves the right to terminate all existing agreements with the Buyer if he does not fulfil his obligations within a reasonable time after the delay has occurred.

11 RETENTION OF TITLE

11.1 The Products sold shall remain estron a/s' property until payment has been made in full. The Buyer may not resell the Products whilst retention of title remains.

12 FORCE MAJEURE

12.1 The following circumstances shall be regarded as being beyond the control of estron a/s ("force majeure"): natural disasters, war or warlike conflicts, mobilisation requisitioning, seizure, insurrection and civil unrest, labour conflicts, lack of transportation, general scarcity of goods, foreign exchange restrictions, defects in or delays of deliveries from sub-suppliers due to any of the aforementioned factors. If any such circumstances impede the delivery of the Products, the Buyer shall not be entitled to exercise any sanctions for breach of contract.

13 LIABILITY FOR DEFECTS

13.1 If a Product is defect as a result of faulty design, material or workmanship attributable to estron a/s, and the Buyer has notified estron a/s according to section 9, estron a/s shall be entitled to make a replacement delivery within 30 days of the date where the Buyer filed a written claim against estron a/s. Provided that a replacement delivery is made by estron a/s, the Buyer shall not be entitled to claim further compensation as a result of the ascertained defect. If a replacement delivery is not made, estron a/s shall be obligated to pay compensation according to the general rules of Danish law. However, the compensation shall be limited to an amount equivalent to the costs of repair, and it shall at no time amount to more than the invoice amount exclusive of value-added tax. **estron a/s shall under no circumstances be held liable for any consequential loss, loss of profits or other indirect loss suffered by the Buyer as a result of the supplied Product being defective.**

14 PRODUCT LIABILITY

14.1 estron a/s shall only be liable for damage caused by the Products in cases, where it can be proven that such damage was due to fault or negligence on the part of estron a/s.

14.2. estron a/s shall under no circumstances be held liable for any consequential loss, loss of profits or other indirect loss suffered by the Buyer as a result of the supplied Product being defective.

14.3 estron a/s' product liability towards Buyer shall in any event be limited to DKK 10,000,000 per calendar year.

14.4 As far as product responsibility towards a third party will be imposed on estron a/s, the Buyer is under an obligation to indemnify estron a/s to the same extent as estron a/s' responsibility is limited by the above-mentioned clauses.

14.5 If any third party raises a claim for compensation against the Buyer by reason of damage caused by a defective Product, the Buyer shall forthwith notify estron a/s to this effect. In case of estron a/s being sued regarding product liability, the Buyer is obliged to join as co-defendant in the same Court trying the product liability case against estron a/s.

15 LIMITED LIABILITY

15.1 Notwithstanding the previous sections estron will in any case be liable for an aggregate liability of maximum DKK 10,000,000.

16 NON-WAIVER

16.1 The failure by either party to enforce any provision in the General Conditions or to exercise any rights in respect thereto shall not be construed as constituting a waiver of its rights thereof.

17 LEGAL VENUE AND LEGISLATION

17.1 These the General Conditions and any subsequent contract shall be governed by Danish law, excluding its choice of law provisions, and including the United Nations Convention on Contract for the international Sale of Goods (Vienna, 1980).

17.2 Any dispute arising out of or in connection with these General Conditions and any subsequent contract, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administered by the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The place of arbitration shall be Viborg, Denmark. The language to be used in the arbitral proceedings shall be English.

17.3 Notwithstanding clause 17.2, estron a/s shall be entitled to refer any dispute to the ordinary Danish courts in which case the competent court shall be the Court in Viborg, Denmark.