

General Terms & Conditions for products regarding business customers

1. Application

1.1 Application. General Terms & Conditions ("Terms") shall apply to all contracts of sales of products and attached services ("Solutions") on behalf of Vivitio, CVR: 38503340 ("Company"), to Business Customers ("Customer"). The Terms shall apply to the extent that there is no other written agreement. Customers conditions of purchase shall not apply, unless the Company has agreed to these in writing.

1.2 Amendments. Amendments to these Terms are only valid insofar, as these have agreed upon by the parties in writing.

2. Solutions (sales and delivery of products, spare parts and associated services.)

2.1 Products and spare parts. Products and spare parts, which the Company sells and delivers to the Customer are new and complies with Danish legislation upon delivery. The possibility of purchase of spare parts is not guaranteed.

2.2 Associated services. Associated services, that the Company sells and delivers to the Customer in connection to the sale of a product and/or spare parts, such as preparation of the Customer prior to installation, installation, design of Customers facilities, training of Customers employees, measurements, documentation, follow-up, workshops and service and support is to be performed in a workmanlike manner and complies with Danish law at the time of delivery.

2.2.1 The nature of the services, content and economic terms is specified in a written agreement. Amendments to the agreement must be in writing.

2.2.2 Scheduling, price estimates etc. is listed as an estimate, unless otherwise agreed in writing. If the Company foresees major delays, budget overruns of the agreement or other substantial obstacles to the performance, the Customer shall be informed, and shall thus be entitled to change or stop the work.

2.2.3 The Company is entitled to receive payment for the performed work, regardless of whether the expected results of the Customer is achieved, unless it is agreed in writing, that the remuneration of the Company is subject to specific results.

2.3 The Company is entitled to have the service completed by third parties.

3. Price and payment

3.1 Price. The price of the Solutions is agreed individually between the parties. All prices are excluding VAT, unless otherwise indicated. Rates does not include mileage and expenses.

3.2 Mileage. Driving in the Company's vehicles in the performance of services is reimbursed by the Customer subject to the applicable rates set by the state.

3.3 Payment terms. The Customer shall pay all invoices within 21 days after the sending of the invoices, unless the parties has agreed otherwise in writing.

4. Late payment

4.1 Interest. If the Customer fails to pay an invoice on time, due to reasons for which the Company is not responsible, the Company shall have the right to claim interest on the amount due at 5 % interest, per commenced month from the due date, and until payment is made.

4.2 Termination. If the Customer fails to pay an overdue invoice within 14 days after receiving a written demand for payment, the Company is entitled to, besides claiming interest under pt. 4.1, to: (i) cancel the sale of products, spare parts and/or associated services, (ii) cancel the sale of products, spare parts and/or associated services not yet delivered to the Customer, or demand payment thereof, and/or, (iii) invoke other remedies.

5. Offers, orders and order confirmations

5.1 Offers. The Company's offer is valid for 10 days, counting from the date, of which the offer is dated, unless otherwise specified in the offer. Acceptance of the offer, which is received by the Company after the acceptance deadline, is not considered binding on the Company, unless the Company informs the Customer otherwise.

5.2 Orders. The Customer shall send the orders for products, spare parts and/or associated services to the Company in writing. An order must contain the following information for each product, spare part or associated service: (i) Order number, (ii) Product number, (iii) Description, (iv) Quantity, (v) Price, (vi) Payment terms, (vii) Delivery date, (viii) Delivery address, and, (ix) Supply conditions. The order can also be contained in a written agreement. Should other information be necessary for a correct order, the Company must make the Customer aware of this.

5.3 Order confirmations. The Company strives to provide confirmation or refusal of an order of products, spare parts and associated services to the Customer within three working days after receiving the order. Confirmations and refusals shall be in writing, in order to bind the Company. Confirmations can also be provided as a part of a written agreement.

5.4 Changing of orders. The Company cannot change a pending order for products, spare parts or associated services without the prior written consent of the Company.

6. Delivery

6.1 Terms of delivery. The Company provides all products and spare parts on individually agreed terms.

6.2 Time of delivery. The Company provides the products, spare parts and associated services to the time stipulated in the parties purchase agreement. The Company shall have the right to deliver before the agreed delivery time, unless the parties have agreed otherwise.

6.3 Duty to investigate. The Customer shall inspect all products, spare parts and associated services delivered. Should the Customer discover a defect, they must report this to the Company in writing. If this is not done so immediately after the discovery, the Customer loses its right to invoke the defect.

7. Late delivery

7.1 Announcement. If the Company expects a delay in delivery of the products, spare parts or associated services, they must inform the Customer about this, stating the reason for the delay, and the new expected time of delivery.

7.2 Termination. If the Company fails to deliver the products, spare parts or associated services within five (5) days after the agreed time of delivery, for reasons that are outside the Customers control, and delivery

is not made within a reasonable period of at least five (5) days hereafter, the Customer may choose to cancel the order affected by the delay with immediate effect and without prior written notice. The Customer shall have no other remedies in the event of a late delivery.

7.3 Right of remediation. The Company is allowed a right of remediation, provided that this can be done without significant inconvenience and cost to the Customer. The Customer is obliged to tolerate such a remediation, if the defect can be remedied before the expiry of the period, in which the Customer is obliged to await delivery.

8. Warranty

8.1 Warranty. The Company makes no other warranty on hardware, than what is offered by the manufacturer.

8.2 Announcement. If the Customer discovers a defect in the warranty period, that the Customer wishes to invoke, he/she must report this in writing to the Company. If this is not done so without undue delay, the defect may not be invoked. On request of the Company, the Customer must provide the necessary information regarding the defect.

9. Liability

9.1 Liability. Each party is responsible for its own acts and omissions under the applicable law, with the limitations that follows from the contractual agreement between the parties.

9.2 Product liability. The Company is responsible for product liability in regards to the delivered products and spare parts, to the extent that such a liability results from mandatory legislation. The Customer shall indemnify the Company, to the extent that the Company may incur product liability beyond mandatory legislation.

9.3 Limitation of liability. Notwithstanding opposing terms in contractual agreements, the Company's liability cannot exceed 10 % per calendar year of the sales of products, spare parts and associated services, which the Company has billed to the Customer in the preceding calendar year. However, the limitation of liability shall not apply, if the Company has acted intentionally or with gross negligence.

9.4 Indirect loss. The Company is not liable towards the Customer for indirect losses, including but not limited to; loss of production, sales, profits, time or goodwill. Notwithstanding the aforementioned, the Company cannot exonerate itself of liability, if such a loss is caused intentionally or with gross negligence.

9.5 Force majeure. The Company is not liable towards the Customer for failure to perform its obligations, if such a failure is ascribed to force majeure. The aforementioned consists, so long as the force majeure lasts. Force majeure is 2 conditions which are outside the control of the Company, and which the Company could not reasonably have foreseen at the conclusion of the agreement.

10. Labour relations

10.1 Place of installation. The Customer is responsible to the supplier, in ensuring that the assembly is carried out under conditions, that are consistent with applicable legislation and regulations for the working environment and the place of installation.

11. Intellectual property rights

11.1 Property. The full ownership of all intellectual property rights relating to products, spare parts and associated services, including but not limited to, patents, designs, trademarks and copyrights are the sole property of the of the Company and/ or the manufacturer. Know-how and other intellectual property rights, which the Company develops or discovers in connection to the performance are the sole property of the Company, unless otherwise agreed in writing. The Customer may exercise such rights to the Customers own use, subject to the parties written agreement or clearly implied conditions.

12. Material rights

12.1 Right of retention. All goods shall remain the sole property of the Company, until paid in full, provided that such a right of retention is permitted under applicable legislation.

13. Confidentiality

13.1 Disclosure and use. The Customer may not disclose, use or enable others to use the Company's trade secrets or other confidential information, regardless of their nature, which is not publicly available.

13.2 Protection. The Customer must not in an improper manner gain or attempt to gain knowledge or disposal of the Company's confidential information as described under pt. 11.1. The Customer shall treat and store the information in a secure manner, to prevent that the information accidentally comes into other people's knowledge.

13.3 Duration. The Customers obligations under section 13.1 – 13.2 shall apply in trade relations between the parties, and shall apply after cancellation, regardless of the reasons for cancellation.

14. Governing law and jurisdiction

14.1 Governing law. The parties trade relation shall in all respects be subject to Danish Law. Any dispute which may arise in connection to the parties' trade relations, shall be settled by the Court of Odense.