

DINEX

General Terms and Conditions of Sales (Aftermarket)

1. GENERAL TERMS AND CONDITIONS OF SALES

- 1.1 All national and international sales of products by any company in the Dinex Group (in the following "Dinex") are done according to the General Terms and Conditions of Sales in this document, unless otherwise explicitly agreed upon in writing by Dinex. Consequently Dinex does not accept to be bound by a customer's general terms and conditions of sales forwarded to Dinex alongside with purchase orders.
- 1.2 The General Terms and Conditions of Sales shall have precedence to any contradictory agreement between Dinex and the customer, unless explicitly agreed upon in writing.

2. CONFIRMATION OF ORDER

- 2.1 A customer's order requires acceptance in the form of a written order confirmation from Dinex.
- 2.2 Dinex does not accept any cancellation of orders beyond the time of packing the order for shipping, unless provided for in 3.4. Products produced to customer's specific requirement cannot be cancelled after Dinex has confirmed the order.

3. PRICES AND TERMS OF PAYMENT

- 3.1 Prices indicated in offers, order confirmations, catalogues and current price lists are current prices "Ex Works", cf. Incoterms 2010, exclusive VAT and other applicable taxes, and exclusive of packaging material, which will be invoiced separately. Currency is indicated in the relevant offer, order confirmation, catalogue and price list.
- 3.2 Dinex is not liable for any misprints or errors in the pricelist.
- 3.3 Dinex reserves the right to change the prices without prior notice due to changes in raw material, wages, rates of exchange, taxes, duties or the like. Otherwise Dinex reserves the right to change prices with 30 days written notice.
- 3.4 In the event of price increases between the time of receiving the order confirmation and the time of delivery, the customer is - unless the products are produced to customer's specific requirement - entitled to cancel the order, if the cancellation is made in writing immediately after the receipt of the information of a price increase.
- 3.5 The payment terms are agreed upon in the order confirmation. Payment must take place to the announced bank account of Dinex. No cash payments are accepted.
- 3.6 In the event of a breach of credit terms Dinex reserves the right to:

- 3.6.1 charge an interest according to the Danish law on interest § 5 (at present the Danish National-bank's interest on loans +8%). Basis of the calculation is the invoice amount added any accumulated interest and calculated from the date of invoice, and/or
- 3.6.2 withhold all other deliveries and/or part deliveries ordered but not effected at the time in question until the customer has paid all outstanding amounts including interest and costs, and/or
- 3.6.3 cancel any orders not affected, but still outstanding.
- 3.7 The customer shall not be entitled to set off against any invoices any claims, which the customer may have against Dinex.

4. DESIGN, CHANGES, PARTNUMBERS AND CATALOGUE

- 4.1 Dinex reserves the right to make changes in designs and part numbers without prior notice.
- 4.2 The customer is not allowed to reproduce, neither electronically or on paper, the catalogue illustrations or Dinex' part numbers.
- 4.3 Manufacturers part numbers are used for reference only and the customer shall not use, quote or refer to such part numbers in any correspondence with the end user.
- 4.4 Catalogue details, booklets, illustrations, price lists etc. regarding the products and their technical descriptions are made as accurately as possible. Dinex is not liable for their full accuracy or misprints.

5. DELIVERY

- 5.1 Products are delivered "Ex. Works", cf. 3.1. Accordingly, Dinex can arrange for transport of the products on market terms on behalf of the customer. The total transportation costs will in such case be invoiced to the customer. Transport insurance shall only be taken out at the customer's written request and at the customer's expense.
- 5.2 The time of delivery is separately agreed upon for each individual order and shall be stated by Dinex on the order confirmation.
- 5.3 Dinex reserves the right to alter the delivery dates, where such alteration is based on circumstances, which Dinex could not reasonably have foreseen at the time of issuing the order confirmation. In such case Dinex is obliged to inform the customer, without any reasonable delay, of the reason for the alteration and of the new estimated date of delivery. Partial shipments may be affected. In any case the delivery date stated in the offer or in the order confirmation shall be approximate.

6. RETENTION OF TITLE

- 6.1 To the extent title of retention is valid under the applicable law, Dinex retains title and full property to the products until payment of the purchase price including interest, if payable, has been made in full. The customer shall, at the request of Dinex, assist Dinex in taking any measures necessary to protect Dinex' title to the products in the country concerned. The retention of title shall not affect the passing of risk under clause 5.1.

7. CLAIMS AND LIMITATION OF LIABILITY

- 7.1 The customer is obliged to examine and sign for the products upon receipt. Transportation damages must be noted on the transportation papers. Claims for non-delivery or shortages or transportation damages must be made immediately to Dinex on receipt of products.

- 7.2 In case of lack of conformity of the products the customer must give notice to Dinex immediately after the defect has been discovered, but no longer than 12 months after delivery. However, Dinex shall not be liable for, and therefore expressly disclaims, lack of conformity of flex pipes, installation of the products or pipe work changes, and Dinex will not deal with any complaints in this respect. Consequently, CISG Art. 39 is deviated from.
- 7.3 The customer is not entitled to return products without prior written approval of Dinex, and return shipment must take place "freight prepaid".
- 7.4 Where products are returned and on inspection are found not to be defective, Dinex may charge for conducted inspection and handling.
- 7.5 If Dinex has been duly informed and it has been proven that the products were defective at delivery and that Dinex is therefore liable, Dinex shall in its own discretion have the right to elect - without any further liability, including but not limited to payment of damages or reduction of purchase price - to repair or renew defective parts or to replace the delivered products with a new delivery. Dinex does not cover the costs, if the customer purchases a replacement item from an alternative source.
- 7.6 Dinex is not liable for any defect due to misuse, alteration or modification, misfitting or any defect occurred after delivery. The customer shall prove that the maintenance and operating procedures, recommended at any time by Dinex in the relevant data sheet for the products, has been complied with. The customer shall prove that new mounting parts have been used when mounting silencers and pipes, since worn mounting parts might damage the new silencers and pipes.
- 7.7 If repair or replacement, cf. 7.6 above, implies that the product will have to be dismounted, the customer shall perform the dismounting and the mounting of the repaired or replaced product at its own cost.
- 7.8 Dinex shall not be liable for, and therefore expressly disclaims, any remedy, damages or compensation for trading loss, operating loss, loss of profits and similar financial consequential losses or indirect losses, including claims from third parties. Consequently, CISG Art. 74, cf. Art. 45 is deviated from.
- 7.9 To the fullest extent permitted by law, the customer agrees to limit Dinex' liability for any and all claims, losses, costs and damages of any nature whatsoever, so that the total aggregate liability of Dinex shall not exceed the total purchase sum paid by the customer for the relevant products.
- 7.10 Any claim must be put forward to Dinex on the official Dinex forms hereto.

8. PRODUCT REQUIREMENTS, INTERNATIONAL MARKETING AND SYMBOLS

- 8.1 Where any public authority imposes requirements on the product, the customer shall immediately inform Dinex of these requirements. Application for any authorities for approval of production permits, registration numbers for the product and any other matters shall be the customer's sole responsibility and liability. Any additional costs in connection with the production and delivery of the products as well as any other matters concerning the fulfillment of public requirements and provisions shall be payable by the customer.
- 8.2 It is the sole responsibility and liability of the customer to ensure that all markings and symbols on the product comply with any laws and regulations in the customer's jurisdiction.

- 8.3 The individual who accepts this agreement also consents to receive promotional and general information from Dinex via e-mail. For this purpose, Dinex will collect only the individual's Name, E-mail address, Country and affiliated Company, to ensure that material being sent is relevant to the individual. This consent can be withdrawn at any time and does not influence any other aspects of the relation to Dinex. The administrator of the data is Dinex A/S with its registered office in Middelfart, Denmark. Data is processed in accordance with Article 13 of the General Regulation on the Protection of Personal Data of April 27, 2016 (Journal of Laws EU L 119 of May 4, 2016). More information about our Privacy Policy can be found on our website.

9. PRODUCT LIABILITY

- 9.1 Dinex shall be liable for any damage due to product liability according to the general rules of Danish law which is based on EU Directive 85/374.
- 9.2 **Notwithstanding 9.1 the following specific limitations shall apply:**
- 9.2.1 Dinex shall not be liable for any damage to property caused by the product after it has been delivered and whilst it is in the possession of the customer. Nor shall Dinex be liable for any damage to products manufactured by the customer, or to products of which the customer's products form part.
- 9.2.2 If Dinex incurs liability towards any third party for such damage to property as described in 9.2.1, the customer shall indemnify, defend and hold Dinex harmless.
- 9.2.3 Dinex shall not be liable for, and therefore expressly disclaims, any remedy, damages or compensation for trading loss, operating loss, loss of profits and similar financial consequential losses or indirect losses, including claims from third parties.
- 9.3 The limitations in 9.2 shall not apply where Dinex has been guilty of gross negligence.

10. FORCE MAJEURE

- 10.1 Dinex cannot be held liable for shortages, lack or delays in delivery caused by war, riots, civil unrest, governmental intervention or intervention by another public authority, fire, machine damage, strike, lockout, export and/or import restrictions, shortage of labor, fuel or any other reason out of the control of Dinex and which causes delay or prevents production or delivery of the products ordered.

11. SANCTIONS AND EXPORT CONTROL

11.1 Definitions

- 11.1.1 In this clause on sanctions and export control, the following terms and expressions shall apply:
- (1) **"Beneficial Owner"** means any company, legal entity or individual (natural person) who directly or indirectly owns or controls another company or legal entity (i) through direct or indirect ownership or control of more than 25% of the shares or voting rights or the ownership interest in the other company or legal entity, or (ii) through direct or indirect control of the other company or legal entity by any other means, including any right to exercise dominant influence or substantial control over the other company or legal entity, for example under its memorandum or articles of association or an agreement.
 - (2) **"Dual Use Item"** means any item, including any goods, product, software or technology, which can be used for both civilian and military purposes.

- (3) **"Employee"** means any director, officer or other employee of a party.
- (4) **"Export Control"** means export or trade control in relation to any Export Control Item.
- (5) **"Export Control Item"** means any item, including any Dual Use Item and any other goods, product, software, technology or service, which is subject to export or trade control under any applicable law, regulation, rule, decision, resolution, prohibition, restrictive measure or wider measure.
- (6) **"Regulation 258/2012"** means Regulation (EU) no. 258/2012 of the European Parliament and of the Council of 14 March 2012 implementing Article 10 of the United Nations' Protocol against the illicit manufacturing of and trafficking in firearms, their parts and components and ammunition, supplementing the United Nations Convention against Transnational Organised Crime (UN Firearms Protocol), and establishing export authorisation, and import and transit measures for firearms, their parts and components and ammunition with any subsequent amendments.
- (7) **"Regulation 833/2014"** means Council Regulation (EU) no. 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine with any subsequent amendments.
- (8) **"Sanction"** means any economic or trade sanction, embargo or other prohibition or restrictive measure.
- (9) **"Sanctions and Export Control Rules"** means any law, regulation, rule, decision, resolution, prohibition, restrictive measure or wider measure (i) which relates to the adoption, implementation and/or enforcement of any Sanction or Export Control, and (ii) which is established and/or maintained by any competent authority of the United Nations (UN), the European Union (EU), Denmark, any other member state of the EU, the United Kingdom of Great Britain and Northern Ireland (UK) or the United States of America (USA).
- (10) **"Sanctioned Item"** means any item, including any goods, product, software or technology, which is subject to any sanction under any applicable law, regulation, rule, decision, resolution, prohibition, restrictive measure or wider measure, including Sanctions and Export Control Rules. "Sanctioned Item" comprises, among others, goods and technology listed in Annexes XI, XX and XXXV to Regulation 833/2014 and common high priority items listed in Annex XL to Regulation 833/2014. "Sanctioned Item" also comprises, among others, firearms and ammunition listed in Annex I to Regulation 258/2012.
- (11) **"Transaction"** means any transaction, agreement, contract, sale, provision, delivery, export, purchase, receipt, import, transport, use, payment, transfer or financial transaction or activity.

11.2 **Compliance with applicable Sanctions and Export Control Rules**

- 11.2.1 Each party shall act in accordance with and comply with applicable Sanctions and Export Control Rules in relation to its performance of obligations and activities and exercise of rights under and in relation to any Transaction which is subject to these general terms and conditions of sales.
- 11.2.2 The Parties acknowledge that the Products may be used as components in larger systems or resold as spare parts or consumables, and that this entails a heightened risk of resale, re-export or diversion. The customer shall take appropriate and reasonable measures to ensure that the Products are not misused, resold or diverted in breach of applicable Sanctions and Export Control Rules. The customer shall also take appropriate and reasonable measures to ensure that its customers, including any resellers and integrators, do the same.

11.3 Representation and warranties

- 11.3.1 Each party represents and warrants that it, its Employees and all its Beneficial Owners are not a sanctioned or designated entity or individual (person) under applicable Sanctions and Export Control Rules. Each party further represents and warrants that it is not owned or controlled, directly or indirectly, by any sanctioned or designated entity or individual (person) under Sanctions and Export Control Rules, including Article 15a of Council Regulation (EU) No 269/2014. Each party shall immediately notify the other party in writing if its ownership or control structure changes in a way that affects or could affect this warranty. Under Article 15a, a company that is owned or controlled, directly or indirectly, by any sanctioned or designated entity or individual (person) is treated as if it were itself a sanctioned or designated company, and no funds or economic resources may be made available, directly or indirectly, to or for the benefit of such a company.
- 11.3.2 Each party represents and warrants that any Transaction which is subject to these general terms and conditions of sales is in accordance and complies with Sanctions and Export Control Rules.
- 11.3.3 The customer represents and warrants that it is the end user of the Products, goods, technology and/or services provided by Dinex to the customer and that its use will be in accordance and comply with Sanctions and Export Control Rules. If the customer has informed Dinex that another entity or individual (person) than the customer will be the end user and of its end use, then the customer shall ensure that the end user does not provide the Products, goods, technology and/or services to any other entity or individual (person). The customer shall also ensure that the end user does not use the Products, goods, technology and/or services for any other purpose than the stated end use. The customer shall ensure this by agreeing terms thereon with the end user, obtaining an end user statement thereon from the end user and ensuring the end user's compliance with the agreed terms and the end user statement. If Dinex, acting reasonably, requests it, the customer shall provide evidence of such end-user agreement or statement.
- 11.3.4 The customer represents and warrants that it will not re-sell, re-supply, re-transfer or re-export to Russia or for use in Russia any Sanctioned Item which has been sold and delivered by Dinex to the customer.
- 11.4 **No re-export to Russia, Belarus or any other jurisdiction which is subject to a re-export prohibition under a Sanctions or Export Control Rule**
- 11.4.1 Notwithstanding any other term or conditions of this this clause on sanctions and export control or a Transaction, the customer shall ensure full and continuous compliance with all the following provisions:
- (1) The customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods or services supplied under or in connection with a Transaction that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.
 - (2) The customer shall not sell, export or re-export, directly or indirectly, to Belarus or for use in Belarus any goods or services supplied under or in connection with a Transaction that fall under the scope of Article 8g of Council Regulation (EU) No 765/2006.
 - (3) The customer shall not sell, export or re-export, directly or indirectly, to another jurisdiction, or for use in another jurisdiction, any goods or services supplied under or in connection with a Transaction, if such sale, export or re-export to that other jurisdiction fall under any applicable Sanctions or Export Control Rule prohibiting such sale, export or re-export to that other jurisdiction.

- (4) The customer shall undertake its best efforts to ensure that the purpose of paragraphs (1)–(3) is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- (5) The customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraphs (1)–(3).
- (6) Any violation of paragraph (1), (2), (3), (4) or (5) shall constitute a material breach of an essential element of a transaction, and Dinex shall be entitled to seek and apply appropriate remedies, including but not limited to:
 - (i) termination of the Transaction; and
 - (ii) a penalty of five (5) % of the total value of the Transaction or the price of the goods or services exported, whichever is higher.
- (7) The customer shall immediately inform Dinex about any problems in applying paragraph (1), (2), (3), (4) or (5), including any relevant activities by third parties that could frustrate the purpose of paragraphs (1)–(3). The customer shall make available to Dinex information concerning compliance with the obligations under paragraphs (1), (2), (3), (4) and (5) within two weeks of the simple request of such information.

11.5 Breach, suspension, termination, indemnification and notification

- 11.5.1 A Party may suspend its performance of obligations regarding any Transaction with immediate effect if the Party has reasonable grounds to suspect a breach or a potential breach of this clause on sanctions and export control by the other Party or any party acting directly or indirectly on its behalf.
- 11.5.2 If a party does not perform an obligation or breaches a representation or a warranty under this clause on sanctions and export control (the "Non-Performing Party"), then the other party may terminate, with immediate effect, any Transaction which, directly or indirectly, is related to or affected by the non-performance or breach by giving notice of termination in writing to the Non-Performing Party. The other party may also inform the national authorities of any such breach if this is necessary or relevant under any applicable law, regulation, rule, decision, resolution, prohibition, restrictive measure or wider measure, including Sanctions and Export Control Rules.
- 11.5.3 The Non-Performing Party shall indemnify and hold harmless the other party and its Employees from and against any and all liabilities, losses, damages, costs, expenses, including legal costs and expenses and fees of lawyers, claims, actions and legal proceedings which, directly or indirectly, are caused by or as a result of or suffered or incurred due to the Non-Performing Party's non-performance of an obligation or breach of a representation or a warranty under this clause on sanctions and export control.

12. APPLICABLE LAW AND VENUE

- 12.1 These General Terms and Conditions of Sales shall be interpreted in accordance with and governed by CISG. Any and all disputes relating to or arising in connection with these General Terms and Conditions for Sales which cannot be resolved in accordance with CISG shall be resolved in accordance with Danish law. The parties shall accept the ordinary Court of Copenhagen as venue, unless Dinex should wish to bring the case before another competent court of law.

With our signature, we hereby accept the above General Terms and Conditions of Sales.

Place:

Date:

For the customer:

Name & Stamp