

TERMS AND CONDITIONS OF SALE AND DELIVERY

These terms and conditions of sale and delivery apply to any sale of products ("Products") made by MM Composite A/S and MM Composite Inc. (the "Supplier"), unless otherwise agreed in writing.

1. Delivery terms

Delivery will take place EXW (Ex Works) in accordance with Incoterms 2020 at the place of delivery specified by the Supplier.

2. Payment terms

Unless otherwise agreed in writing, payment shall be made in DKK to a bank account stated by the Supplier.

All prices in the price list are exclusive of VAT, duties and other charges.

If raw material prices deviate more than +/- 2 %, prices will be adjusted accordingly.

The purchase price is due for payment 15 days net after the date of invoice, unless otherwise stated in the Supplier's offer. In the event of late payment, default interest will be charged in accordance with the Danish Interest Act.

3. Entering into purchase agreements, Delivery time and Product specifications

Any and all agreements obliging the Supplier to supply and the purchaser to purchase a number of Products shall be entered into by the purchaser's issuing of a written purchase order to be confirmed by the Supplier in the form of a written order confirmation. (i) The Supplier's order confirmation, (ii) these terms and conditions of sale and delivery, (iii) appendices, if any and (iv) the Danish Sale of Goods Act shall apply to such purchase agreements in the order of priority listed above.

The delivery time appears from the Supplier's order confirmation.

The drawings, specifications, quality standards, approval procedures and inspection instructions regarding the Products drafted by the purchaser (the "Product Specifications") will enter into force when they have been approved in writing by the Supplier's product manager. Changes to the agreed Product Specifications require written agreement.

4. Delay

The Supplier shall bear no liability for any delay which is attributable to defects or delays in sub-supplies from sub-suppliers appointed by the purchaser or from sub-suppliers where the purchaser has prescribed the use of a given material with the result that the Supplier has no real freedom to choose sub-suppliers of the said material.

In case delivery is delayed for a longer period than 28 working days (grace period), the purchaser is entitled to liquidated damages equal to 1 % of the invoice value of the delayed Products in question per working day of the delay. However, the liquidated damages can never exceed 10% of the invoice value of the delayed Products in question. If the purchaser has not notified the Supplier within 1 month after ascertainment of the delay that the Purchaser wishes to make use of the right to claim liquidated damages, then the Purchaser's right to claim liquidated damages shall lapse.

The Purchaser has no further remedies towards the Supplier in case of delay.

5. Defects and Warranty

Not later than upon deployment of the Products, the purchaser shall perform a thorough inspection of the delivered Products in order to make sure that the delivered Products are free from defects (in Danish "mangler"), including that the delivered Products meet warranties provided by the Supplier, if any. The purchaser will lose the right to rely on a defect, including but not limited to a breach of warranty, at subsequent point in time if the purchaser ought to have discovered the defect under the said inspection.

If the purchaser intends to rely on a defect, including but not limited to a breach of warranty, the purchaser shall give notice to the Supplier of his intention immediately after the purchaser has discovered or ought to have discovered the defect. If the purchaser fails to do so, the purchaser will forfeit its remedies for breach of contract. In any case, any and all remedies for breach of contract shall lapse 6 months after the delivery date.

In case of material defects, including but not limited to breach of warranty, in the delivered Products the Supplier is obliged and entitled to - at the Supplier's choice - either remedy or make a replacement delivery or issue a credit note (against return or

waste disposal of the defective Products). Remedy, replacement and credit must take place without undue delay.

The Supplier shall bear no liability for (i) the design, construction and service life of the Products, (ii) whether the Products are fit for their purpose and (iii) whether the Products comply with legal requirements in countries other than the country of production.

In case the Supplier has provided a warranty, such warranty covers defects in material and workmanship. The warranty does not cover defects caused by inadequate maintenance, incorrect assembling, alterations made by the purchaser or erroneous use of the Products. Further ordinary wear and tear does not fall within this warranty. The warranty obligation is provided on the condition that the purchaser proves that the notified defect does not relate to circumstances that are exempt from the warranty (see above).

The Supplier shall bear no liability for any defects, including but not limited to breach of warranty, caused by materials from sub-suppliers appointed by the purchaser or where the purchaser has prescribed the use of a given material with the result that the Supplier has no real freedom to choose sub-suppliers of the said material.

All costs incidental to the remedy, the replacement delivery or the return, including transport costs to the purchaser's address, shall be paid by the Supplier.

The Purchaser has no further remedies towards the Supplier in case of defects, including but not limited to breach of warranty.

6. Product liability

The Supplier is liable for product liability in accordance with the general provisions on compensation of law.

In no event shall the Supplier be liable for loss of production, loss of time, loss of profit, loss of goodwill, loss of customers, loss of data, loss of interest or for any consequential or indirect loss whatsoever, unless otherwise provided for in applicable mandatory product liability law.

The Supplier's aggregate product liability shall be limited to the amount equal to the invoice value of the defective Products unless such liability may not be limited or excluded under applicable mandatory product liability law.

The purchaser shall indemnify and hold the Supplier harmless from and against any liability to third parties and reasonable costs caused by defects (in Danish "defekter") in Products arising from design and construction specifications/instructions given by the purchaser.

If any of the parties is made subject to any product liability claim by third parties relating to Products delivered by the Supplier to the purchaser, the party shall immediately notify the other party of such.

7. Confidentiality

Unless otherwise prescribed by mandatory statutory provisions, stock exchange law or a judicial decision, neither party will be entitled to use any confidential information (which is defined as business-related, financial, economic, technical or other information, which is not already in the public domain or publicly available and which the receiving party in question cannot demonstrate was properly and lawfully obtained by it from a third party who is not subject to any duty of confidentiality) for any purpose other than to enter into and perform purchase agreements under these terms and conditions of sale and delivery. The receiving party must keep the received confidential information in accordance with the same standard used to protect its own confidential information of comparable importance. Neither party is entitled to disclose to any third parties (other than its professional advisors, employees and sub-suppliers who are subject to the same duty of confidentiality and who need such confidential information for the permitted purpose or to its group companies who are subject to the same duty of confidentiality for the purpose of facilitating their contractual negotiations with the disclosing party and/or any of its group companies) or make public any such confidential information which the party in question has received in connection with purchase agreements under these terms and conditions of sale and delivery. This Clause 7 will apply for as long as trade between the parties takes place and for a period of 2 years after cessation of trade.

8. Assignment

Neither party is entitled to assign its rights or obligations under purchase agreements entered into under these terms and conditions of sale and delivery to a third party without the other party's prior written consent.

9. Infringement of third party rights

The Supplier shall not be liable for the Products' infringement of third party rights, including but not limited to design rights, patent rights, trademark rights, copy rights and rights under the Marketing Act due to the fact that the Products are designed and specified by the purchaser.

10. Force majeure

If a party is obstructed in or prevented from fulfilling its obligations as a result of any external circumstances of an unforeseen and unusual nature, the party in question will be relieved of its obligations until the circumstances causing the obstruction may be overcome, including, but not limited to, as a result of industrial conflict which is not limited to one of the parties, fires, war and other hostilities, confiscation or import or export prohibitions, foreign exchange control regulations, rebellion, civil disorder and radioactivity.

It rests with the party, who wants to invoke any of the above-mentioned circumstances, to notify the other party thereof in writing without undue delay. Such notification shall include information on the occurrence, expected influence and cessation of such circumstance.

In case fulfillment of one or more purchase agreement(s) is impeded for more than 2 months due to the above-mentioned circumstances each of the parties can terminate the purchase agreement(s) in question.

11. General limitations of liability

The Supplier shall never be liable for loss of production, loss of time, loss of profit, loss of goodwill, loss of customers, loss of data, loss of interest or for any consequential or indirect loss whatsoever.

All calculations and other advice provided by the Supplier are for guidance only and cannot replace the purchaser's own investigations. The Supplier assumes no liability for damages or losses that can be directly or indirectly derived from the Supplier's advice.

12. Retention of title and right of retention

The title to the delivered Products remains vested in the Supplier until the purchase price including applicable interest and costs etc. has been paid in full. Thus, in the event of the purchaser's payment default the Supplier is entitled to request repossession of the delivered Product(s) in question. The same applies if the purchaser is declared insolvent.

The Supplier shall be entitled to exercise a right of retention in all tools and tooling belonging to the purchaser as security for amounts owed by the purchaser of any kind, regardless of when and how the amounts owed have arisen.

13. Governing law and venue

Any dispute between the parties shall be settled in accordance with Danish law without regard to any conflict of law principles leading to the application of the laws of any other jurisdiction.

Any dispute, which is not resolved by negotiation between the parties, shall be submitted to the exclusive jurisdiction of the Danish Courts.