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1. **GENERAL**
- a) The company name "Sal-Tech", ("we", "us") used in this Agreement covers all companies, subsidiaries or branches within Salbæk Technology Group, including, but not limited to "Sal-Tech Easy Packaging v/G. Salbæk (CVR Nr. DK 18429098) " and "Sal-Tech HKG Limited, (registration Nr. HK 1553382)." Supplier ("You") warrant that the products that we order from you comply with these purchasing conditions stated herein ("Agreement" or "Conditions")
2. **CANCELLATION POLICY**
- a) We reserve the right to cancel any order before the supply has taken place.
- b) Provided that the wrong goods are delivered to Sal-Tech contrary to what has been ordered, Sal-Tech reserves the right to reject the item in whole, where the supplier agrees to deliver the correct goods to the Sal-Tech at their own monetary expense.
3. **PRODUCT SPECIFICATION**
- a) **Marking:** All items must be marked with;
- Item number,
  - Specification of product,
  - Quantity.
- b) **Packaging:** All goods that are delivered must be securely packaged and labelled specifying the correct and accurate details of what is actually being delivered to Sal-Tech. Supplier warrants and covenants that all products, including packaging and their components, provided to Sal-Tech under this Agreement will be accurately labelled in accordance with the requirements of applicable laws and regulations, including but not limited, applicable packaging specifications, the EU Packaging Directive (EU 94/62/EC).
4. **DOCUMENTATION REQUIREMENTS (Machines, tools and equipment)**
- a) Sal-Tech reserves the right to cancel any order which does not correspond to the following requirements;
- i. A preliminary electronic documentation communicated by e-mail, stating the correct product specification within 14-days of the order being placed.
- ii. Mechanical drawing readable by AutoCAD 2008 in the relevant file format for layout purposes, presenting the machine in minimum front, side and top views.
- iii. Technical service documentation including, but not limited to;
- Test instructions,
  - Test points,
  - Expected measurements with regards to key point of voltage that can be measured,
  - Repair advice for PCB's,
  - Electrical system specifications,
  - Service advice relevant to the life-span of the equipment.
- iv. With every machine there must be two full sets of documentation in the form of manual's, one designated to follow the machine, that is, the end user and the other designated for Sal-Tech's record. The latter documentation must be packaged separately and must be easy to locate by us, and if not, then this must be clearly stated on the packaging list and marked on the casing in which it is packed.
5. **DOCUMENTATION REQUIREMENTS (General sales materials: pictures, brochures, catalogues, videos, etc.)**
- a) Sal-Tech reserves the right to cancel any order which does not correspond to the following requirements;
- i. **Product picture:** Front angle view.
- ii. **File format:** Tiff or JPG or Bmp in high resolution and without tags and text.
- iii. **Background:** White background or neutral background with professional toning.
- iv. **DPI:** 300 or higher resolution.
- v. **Support:** Supporting pictures, products and other details.
- vi. **Video:** Minimum one full cycle in format commonly used (vma).
6. **PRICE LISTS**
- Price lists quoted by supplier or Sal-Tech have to correspond to the following requirements, in relation to;
- a) **Machine, tools, components and equipment:** Must be incorporated in an excel sheet stating the valid period within which it lasts and upon termination, a new pricelist has to be forwarded automatically stating a new valid period.
- b) **Spare parts:** Has to be incorporated in an excel sheet stating the valid period within which it lasts and upon termination, a new pricelist has to be forwarded automatically stating a new valid period. For each product a pricelist for spare parts should be issued containing the following information:
- Item number
  - Parts name
  - Manual page
  - Price in currency specific currency
  - Discount conditions/levels
7. **DELIVERY AND ACCEPTANCE**
- a) The supplier accepts that there exists a strict liability to supply the goods to the destination specified in the order placed by Sal-Tech.
- b) The supplier is obliged to promptly inform where the equipment is kept, when payment is met.
- c) The title to the goods remains vested in the supplier until two conditions have been met;
- Payment of the purchase price
  - Receipt of delivery is communicated by Sal-tech to the supplier.
8. **PAYMENT**
- a) Sal-Tech commits to pay the full purchase price, including, but not limited to any cost in connection with a follow up delivery, and ancillary costs for the terms set in contract with supplier.
- b) Minimum term of payment is set to 30 days.
- c) Sal-Tech will make payment to the bank account stated in the invoice communicated by the supplier.
- **Invoice:** All supplier invoices must be forwarded to Sal-Tech in PDF format to Email address: [invoice@sal-tech.com](mailto:invoice@sal-tech.com) for direct acceptances into our accounting system.
  - **Statements:** All supplier statements and similar must be forwarded to Sal-Tech in PDF format to Email address [accounts@sal-tech.com](mailto:accounts@sal-tech.com) for handling by our finance department.
  - All correspondence, including but not limited to; labelled goods and documents must specify our purchase order reference number.
  - No orders are valid without having the agreed order sum confirmed in writing.
- d) If we default in our payment, then you may not charge us with an interest rate higher than 7% per annum.
9. **TIME**
- a) Time is of essence with regards to the agreement that we enter into with you.
- b) Provided that if it is proven to be the fault of the supplier in having the goods delivered late, then Sal-Tech will have the right to reject those goods.
10. **PRODUCT LIABILITY**

- a) Supplier is responsible for the quality of the goods and thus, we reserve the right to have the item exchanged if it consists of any defects.
- b) Products must match their specification and standard that is deemed necessary for Sal-Tech to carry out its business.
- c) The supplier is liable to remedy any faults or defects in the goods as soon as a complaint is filed by Sal-Tech.
- d) Supplier represents and warrants to Sal-Tech that:
  - i. Supplier will deliver to Sal-Tech good, exclusive and marketable title to Products, free and clear of all liens, security interests, claims and other encumbrances;
  - ii. all Products shall conform to the specifications, drawings, samples and/or other descriptions furnished or approved by Buyer, shall be fit and sufficient for the purpose intended, merchantable and free from defects in design, materials and workmanship; and
  - iii. Supplier will comply with all applicable federal, state, local or foreign laws, rules, regulations, orders or other directives in the manufacture, sale and delivery of Products. These warranties shall be in addition to any other warranties customarily extended by Supplier to its customers and shall survive inspection, test, acceptance and payment. Sal-Tech shall have the right to assign Supplier's warranties to Sal-Tech's customers.

**11. WARRANTY AND DEFECTS**

- a) In the event that the goods are rejected by Sal-Tech's customer, then Supplier's 24 month guarantee becomes effective issued in favour of the customer, promising to repair or replace the goods.
- b) The 24 month warranty takes effect from the date that the product is delivered to the address specified by Sal-Tech in the order placed.
- c) In the event that Sal-Tech's customer is delivered a faulty good which does not correspond to what we have ordered, then, the supplier is liable to cover the costs for replacing and collecting the goods from the specified address as indicated by Sal-Tech.
- d) In case the product is returned due to Sal-Tech's decision, then the costs for return will be borne by Sal-Tech.

**12. PRODUCT CONFORMITY WITH HEALTH, SAFETY AND ENVIRONMENTAL PROTECTION LEGISLATION**

- a) The supplier commits to deliver any goods or products in conformity with the standards laid down in the following legislation;

Products sold to Sal-Tech must conform with

- i) CE regulations.
- ii) ROHS.
- iii) UN charters.
- iv) National law of the country to where the products are shipped for use.
- v) National law within the territory the product is being produced in regards to production methods.

At Sal-Tech's request, supplier will certify its compliance, in a reasonable amount of time and in a format acceptable to Sal-Tech, with any directive or specific law, rule or regulation related to RoHS, WEEE, REACH or other environmental requirements applicable to Supplier, including, without limitation, the EU Packaging Directive (EU 94/62/EC), EU Timber Regulation (No 995/2010), the Stockholm Convention of 1998 on Persistent Organic Pollutants, the Montreal Protocol of September 1987 on Substances Depleting the Ozone Layer and the Basel Convention of 1989 on the Control of Transboundary Movements of Hazardous Wastes and their Disposal. At Sal-Tech's request, Supplier shall also provide certificates to Sal-Tech when regulation changes or Product changes create a need for new certification. In addition, Supplier warrants and covenants that Supplier's products comply with the RoHS Directive 2011/65/EU ("RoHS"), the WEEE Directive 2012/19/EU ("WEEE"), the REACH Directive EC/1907/2006 ("REACH"), the Stockholm Convention of 1998, EU Batteries Directive (2013/56/EU).

Supplier is fully aware of its obligations under these Directives, including, but not restricted to the following: Not to violate the substance bans under RoHS; to demonstrate compliance with the requirements listed in Module A of Decision 768/2008/EC; to keep the Technical Documentation for 10 years after the last sale of the respective product to the Sal-Tech; to affix, where applicable, the CE marking to the product; to make available required EU

Declarations of Conformity; to provide Sal-Tech, upon request and free of charge, with information about preparation for re-use and treatment. At Sal-Tech's request, Supplier will certify its compliance with any specific law, rule or regulation with which it must comply hereunder.

**13. TERMINATION**

At any time and with or without cause, Sal-Tech shall have the right to terminate all or a portion of the purchase order by written notice.

**14. WAIVER**

Sal-Tech's waiver of any breach of any provision contained in these Terms and Conditions will not waive any other breach by Supplier. Sal-Tech's delay or failure to enforce its rights under these Terms and Conditions shall not be deemed a waiver of such rights.

**15. PROCEDURES VALID IN CONJUNCTION WITH OUR DELIVERY AND PURCHASING CONDITIONS**

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**SUPPLIER AND SAL-TECH DO HEREBY ACKNOWLEDGE AND AGREE THAT THE PURCHASE ORDER IS PLACED, AND THESE TERMS AND CONDITIONS ARE MADE, ACCEPTED AND ENTERED INTO BY FORCE OF LAW.**