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Salbæk Technology Group: Terms and conditions.

Ref.: JC 839

**Names:** Sal-Tech used in this document covers all companies within Salbæk Technology Group, including Sal-Tech Easy Packaging v/G. Salbæk CVR. No. DK 18429098 and Sal-Tech HKG Limited, registration no. 1553382 and others. Any contract or agreement that is made with one cannot be challenged with another Sal-Tech company, other than whom the contract was made with and order confirmed same, unless this is agreed and signed in writing. If orders run on one or more Sal-Tech companies this must be specified in written contract foundation.

**Price:** All prices are stated in USD, EUR, DKK excluding VAT, customs cleared into Denmark, Hong Kong, but excluding any environmental or other taxes that may apply. Errors in price lists and so on, we reserve the right to change without prior notice.

**Delivery:** EXW Denmark Sal-Tech Easy Packaging, EXW Hong Kong Sal-Tech HKG Limited and/or direct form third party supplier. Under EC criteria Incoterms2010 or as specified in the order/offer basis. Delivery time according to written order confirmation, confirming e-mail and/or for orders below 7.500DKK/1.000USD/EURO spoken by phone in cases of known trade relations. If no order confirmation or confirming email/spoken confirmation has been given in revert to an order, then it is the responsibility of the purchaser to secure to have the order validation within 7 days from order, else the order has to be regarded as discharged. We reserve the right to cancel, reject any order and refund any prepayment received on webshops order, orders that are technical unsound, delivery time is shorter than practical possible and alike. If damages happen during transport, these must be stated on receiving goods and noted on letter of transport and claim filed directly with transport company, as this is beyond the responsibility of Sal-Tech and is matter between receiving customer and the transport company in question. Sal-Tech will assist as best we can, without obligation.

Rate Disclaimer: In case of currency fluctuations greater than 5 %, we reserve the right to change prices without prior notice.

**Warranty:** 1 year by returning the defective parts are replaced at no charge, but will not exceed 2000 hours, equivalent to 1 shift 1 year. With warranty claims must follow item number, machine number and delivery Invoice No. Repair at the customer's address will result in billing of our costs to get to and from the site, IE. Driving hours and mileage cost and other possible travel cost associated. Other costs, however, is the hours used for warranty repair is free of charge. Machines that are submitted to one of our repair facilities will be repaired free of charge except for shipping to and from our workshop. In no case is Sal-Tech liable for loss of profits or other economic consequences. Warranty does not cover labor or components exchanged due to violence, excessive use, fault in operation or use of unoriginal spare parts or material, and faults in fixed installations, faulty fuses or lack of daily cleaning. For guarantee work done at customer or at our workshop, it must be clearly stated on the service report that the part or the parts are accepted for exchange under guarantee, else the parts and labor for exchange will be charged as they are noted as wear parts.

**Complaints:** Complaints must be promptly handed over to Sal-Tech in writing and warranty period is set to 5 days from receipt of product and service delivery. A possible complaint does not suspend the payment unless this is agreed and confirmed in writing by Sal-Tech.

**Climatic conditions for storage:** It is assumed by default, unless otherwise agreed in writing that the equipment, the packaging stored in a temperature range between 5 and 30 degrees Celsius , maximum humidity less than 80% RH and heat variations with up to 5 degrees change per hour. If materials are stored incorrectly, the storage starts the division of the raw material composition, which can result in friction changes, smell and color changes. It is therefore important that the materials are stored according to the following guidelines: • Products must be protected from prolonged exposure to light (sunlight and direct radiation from other sources) • The Products should be stored between + 5 degrees to + 25 degrees • Products should not be stored in close proximity to heaters, heat radiation or heat, and • stacking should be avoided. For materials, products must be acclimated production prior to use, which means storage for 24-48 hours in production facilities or similar climate. The outer packaging must not be removed until shortly before use. Unused items again wrapped in a light-tight packaging. Traceability: information as order number, serial number, dimensions and roll no label rolls or cartons should not be removed before processing. The information is important in any queries regarding delivery. Durability: Machining of plastic film to be made within one (1) year after the production. Depending on the additive is added: release agent, UV stabilizers or anti-static. For the plastic film, which has been treated with pressure, it may be necessary to have a shorter shelf life. All film rolls should be stored upright standing.



**Product liability:** Sal-Tech is responsible for the injury if it is proved that the damage was caused by negligence on the part of Sal-Tech or others, as Sal-Tech is responsible. Sal-Tech is not liable during the warranty period for the damage that the product may cause. Sal-Tech's product liability shall never exceed Sal-Tech's insurance coverage. Sal-Tech is never liable for damage to real or personal property, including loss of profits, loss of earnings or other indirect losses. If a third party makes a claim against either Sal-Tech or buy on claims, it must promptly notify the other party. Sal- Tech and the Purchaser shall be mutually obliged to let themselves be summoned to a court or arbitral tribunal examining claims for damages lodged against one of them on the basis of damage or loss allegedly caused by the material supplied. The relationship between Sal-Tech and buyer should be treated in accordance with clause, concerning jurisdiction and applicable law.

**Jurisdiction:** Any dispute about Sal-Tech's supplies shall be settled by court determined by Sal -Tech. For Sal-Tech DK this would be Danish court, based on Danish law and jurisdiction is set to the Court of Sønderborg, Denmark.

**Return of goods:** Equipment and materials are sold without the right of return. In case of agreed return, only 90 % of the invoice amount will be credited unless otherwise agreed in writing and/or applied on our invoice.

**Sample/loan:** Sample / borrow or return must be agreed prior to delivery and clearly stated in our invoice. Exceeding the date fixed for the return void return automatically, typically 8 days corresponding to the invoice due. All costs associated with freight to and from it is on the customer's account. All consumables used by the customer in the sample/loans period to be paid by the customer. Consumables in batch credited. Sample/loan conditions means that one can test the process without obligation, but once the equipment is transferred to the actual production, in that case, the order is binding.

**Payment Terms:** Standard materials: Net 8 days from date of invoice, given your company has applied and been approved for a set credit line and period. Payment must be included in due time, otherwise you will be charged interest, 2.0 % per month or part thereof. Equipment: net cash on delivery. In some cases only against partial or full payment in advance, typically non-stock machines and machines over 50.000DKK/10.000USD/8.000 Euro, but we reserve the right for any order. Sample/loan of equipment only by appointment. Special materials and materials not normally on stock: 50% on order and 50% 8 days net from date of invoice. Orders set by customer online through a STG web shop, who have not applied for a credit line and the order is below 1.500DKK/200USD, the order will be auto discharged. Orders should be made through one of our web shops and prepayment of same made direct online through one of the proposed payment gateways.

**Special payment terms of price and rebate and financing agreements:** If awarded a prize and / or discount agreement, payment terms generally be net cash advance or immediately upon delivery. In case a customer wants a finance agreement, this can only be made when the customer has shown a timely payment pattern over a number of invoices and period. Likewise, it is required that the customer uses a purchase requisition system to deliver written order by email with reference number applied, and undertake to keep us updated about communication times, as well as significant changes in accounts / budgets etc. that may impact on our assessment of creditworthiness. Similarly, we reserve the right to require price adjustment, fees and interest, whether there are significant changes in payment times and to override agreements in specific cases.

**Preparation & Installation:** Machinery, materials, equipment and facilities are provided exclusive preparation and installation unless otherwise stated / agreed as equipment supplied fully tested by our suppliers. In the event that we need to perform provisioning and installation, we will bill contracted hours compared to our current hourly rate for service work. Is that included a number of hours / days, hours apart will be billed according to the same conditions. Unless otherwise agreed, the customer's obligation to supply lifting and transport equipment necessary for the installation and necessary additional staff during lifting and handling and to keep the equipment insured from supply during installation and until functional transfer has occurred.

**Telephone Service:** It is assumed that the customer can solve common technical and operational issues. In this case, Sal-Tech involved in this advisory significantly, our regular hourly rate basis for billing the support. Significant extent, defined as more than 5 minutes. Minimum billing basis is 30 min.

**Hourly rate:** The then-current hourly rate for service work and driving hours is the basis for billing. Minimum billing accounts for 1 hour with subsequent division into half hours per commenced device. The regular hourly rate shall apply to hours between 6:00 and 18:00 and a maximum of 7.5 hours per day.

Travel & travel costs: Unless otherwise agreed, we invoice per hour and kilometer rate as invoice basis. Hour and kilometer rate



applied, is the then current rate set by Sal -Tech. Minimum charge is, 50 km. Costs associated with travel and driving, such as bridge fares, airline tickets, hotel, meals, etc. will be billed at cost plus 15 % handling fee. Driving settled from our technician's starting point and return to the same, with distribution in relation to other services performed on the same trip.

**Intellectual property rights:** If the Product is delivered with embedded software, Customer Buyer a non-exclusive software license in the form of rights to use the Software is limited to the purposes set out in the relevant product specification. Beyond that Customer obtains no rights in the form of license, patent, copyright, trademark or other intellectual property right associated with the Product. The buyer acquires no rights to the source code of the software. Delivered manuals and drawings may not be copied or distributed without our written consent second to that for which the machine / equipment to be sold. Translations are always Sal-Tech's property and copyright protected.

**Protected and Confidential Information:** Means any information that is not publicly available, including drawings and technical documents handed over by Sal-Tech to Buyer ( "Confidential Information" ), shall remain Sal-Tech's property and must be treated confidential by the Buyer. Confidential Information shall not without Sal-Tech's written consent copied, reproduced or transferred to third parties or used for any purpose other than that the transfer was intended. Confidential Information shall be returned on demand.

**Ban on resale and use for certain purposes:** Sal-Tech's products are manufactured for civilian use. Sal-Tech's products must not be used for or resold for any purpose that has any connection to chemical, biological or nuclear weapons or missiles capable of delivering such weapons. Sal-Tech's Products may not be sold to individuals, companies or any other organization where there is knowledge or suspicion that they are related to any terrorist or drug activity. Sal-Tech's products may be subject to legal regulations and restrictions, and may be subject to restrictions on sales to countries / customers covered by export and import ban. Such restrictions must be observed for the resale of Sal-Tech's products to these countries / customers. Sal-Tech's products may not be resold if there is any doubt or suspicion that the products can be used for the above purposes. If the buyer knows or suspects that the above conditions have been violated, Buyer shall promptly notify Sal-Tech accordingly.

**Force majeure:** Sal-Tech is entitled to cancel the order or suspend delivery of Products and is also free of responsibility for any missing, incomplete or late delivery in whole or in part is due to circumstances beyond Sal-Tech's reasonable control, such as riots, civil commotion, war, terrorism, fire, government regulations, strikes, lockouts, slow-down, lack of transport, shortages, disease or delay in or failure of the deliveries from suppliers, accidents in product testing, or lack of energy supply. All Buyer powers are suspended or terminated in such cases. Buyer may neither, in case of cancellation or delayed delivery, seek damages nor to make a claim against Sal -Tech.

**Global Compact:** Sal-Tech supports the UN Global Compact initiative which means that Sal-Tech undertakes to comply with the 10 principles concerning human rights, labor rights, environment and corruption. Sal-Tech therefore also calls Buyer to meet these basic principles. For further information on the Global Compact: <u>http://www.unglobalcompact.org</u>

**Partial Invalidity:** If one or more provisions of these terms of delivery revoked, illegal or unenforceable, none of the remaining provisions validity, legality or feasibility affected or impaired thereof.

**Retention of title Goods delivered by Sal–Tech**: remain Sal-Tech's property until the total invoice amount is paid. Buyer is required to keep the machines full and new value insured until full payment has been made to Sal-Tech. The purchaser is obliged to promptly inform where the equipment is kept if payment is not met. Leased equipment must be secured labeled as having ownership of the Sal-Tech.

**Other conditions:** Conditions that have not been answered above, NLM2010 will form the basis for agreement between the parties. Errors in price lists and so on, we reserve the right to change without prior notice.