

1. GENERAL

- a) The company name "Sal-Tech", (hereinafter referred to as "we", "us") used in this document 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), Sal-Tech HKG Limited (Registration Nr. HK 1553382), Sal-Tech Embalaje SL (CIF Nr. B01970045) and Sal-Tech Easy Packaging LLC (Reg nr. 35-2776554).
- b) Sal-Tech reserves the right for any order. Orders, agreements, contracts are only considered as such if confirmed by us in writing. Modifications on those will only be binding for us, if confirmed in writing.
- c) Any contract or agreement is made with one and 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.

2. DELIVERY AND ACCEPTANCE

- a) EXW Denmark Sal-Tech Easy Packaging v/G. Salbæk, EXW Hong Kong Sal-Tech HKG Limited, EXW Spain Sal-Tech Embalaje SL, EXW USA Sal-Tech Easy Packaging LLC and/or direct from third party supplier. Under EC criteria Incoterms 2020 or as specified in the order/offer basis.
- b) 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.
- c) 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.
- d) Order Confirmation issued by Sal-Tech is the acceptance of purchase order - the written or verbal order by buyer to purchase from Sal-Tech any products and/or services.
 - I. Any discrepancy between the buyer's intention and the order confirmation shall be clarified by the buyer in writing within 3 days but before order has been dispatched to prevent possible litigation.
 - II. 27. b)
- e) We reserve the right to cancel, reject any order and refund any prepayment received on web shops, orders that are technical unsound, delivery time is shorter than practical possible and alike.
- f) If damages happen during transport, these must be stated on receiving goods and noted on letter of transport and claim filed directly with Transportation Company, as this is beyond the responsibility of Sal-Tech and is a matter between receiving customer and the transport company in question. Sal-Tech will assist as best we can, without obligation.
- g) In case delivery is delayed at the request of the customer, the costs incurred by the storage will be charged to him. Storage pricing will be 1/2 % of the invoice amount for each month, or its proportional part depending on the time of storage.

3. SAMPLE/LOAN

- a) Sample sent/borrowing goods must be agreed prior to the order being placed, which must be in writing and expressly stated in the invoice.
- b) The buyer accounts for all costs which may be associated with freight charges, including any ancillary costs.
- c) Sample sent/borrowing is solely for testing purposes, but once the goods are used by the buyer for the purpose of their actual production/use, then the purchase price is due to Sal-Tech, thereof.
- d) Exceeding the date fixed for the return of the sample will entail that the purchase price for the goods is due within 8 days, unless otherwise agreed.
- e) All consumables used by the buyer in the sample/loans period are to be paid to Sal-Tech i.e. (consumables in batch credited.).
- f) Any service, cleaning, re-packaging, repair, testing or similar of returned sample/loan machines will be at the cost of borrower and invoiced after said refurbishment work has been carried out by Sal-Tech.

4. RETENTION OF TITLE OF GOODS

- a) The title to the goods remains vested in Sal-Tech until two conditions have been met;
 - I. Payment of the purchase price.
 - II. Receipt of delivery is communicated to us.
- a) The purchaser is obliged to promptly inform where the equipment is kept, in the same condition as received upon delivery, if payment is not met.
- b) Leased equipment must be securely labeled as having ownership of the Sal-Tech

5. PRICES

- a) All prices are stated in USD, EUR, DKK excluding VAT, customs cleared into Denmark, Hong Kong, Spain and USA but excluding any environmental or other taxes that may apply.
- b) Errors in price lists and so on, we reserve the right to change without notice.
- c) All our prices stated are exclusive of delivery is made Ex. Works (Incoterms 2020).
- d) The buyer is responsible for any surplus charges related to the sale of goods, including but not limited to; VAT, customs charges, environmental taxes or any other ancillary charges which may apply for the delivery of the goods to take place, unless otherwise agreed.
- e) Sal-Tech reserves the right to correct or amend any errors in pricing without being legally bound by any agreement.
- f) In case of currency fluctuations greater than 3%, we reserve the right to change prices without prior notice.
- g) Sal-Tech reserves the right to increase prices, if delivery takes place in 1 month or more after order confirmation, unless otherwise confirmed in writing.
- h) In case of shipment excess surcharge, these can be added to the final invoice if such circumstance affect our productivity and cost level.

6. PAYMENT TERMS

- a) Standard materials and equipment below 50.000DKK/10.000USD/8.000Euro invoice total: Net 8 days from date of invoice, provided your company has applied and been approved for a set credit line and period.
- b) Payment must be effected in due time, failing which interest will be charged at the rate of 2.0% per calendar month.
- c) Equipment over 50.000DKK/10.000USD/8.000Euro: Net cash on delivery or 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 or as per stated terms of payment in order confirmation holding document.
- d) Sample/loan of equipment only by appointment.
- e) Special materials and materials not normally on stock: 50% on order and 50% 14 days net from date of invoice.
- f) 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/160Euro, we reserve the right to discharge if not prepaid directly based on Pro forma Invoice generated by web shop system. Orders should be made through one of our web shops and prepayment of same made direct online through one of the proposed payment gateways.

7. SPECIAL PAYMENT TERMS OF PRICE AND REBATE AND FINANCING AGREEMENTS:

- a) If awarded a prize and / or discount agreement, payment terms are generally be net cash advance or immediately upon delivery.
- b) 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.
- c) 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 lines, 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.

8. LIMITATIONS OF LIABILITY

- a) Sal-Tech reserves the right to reject any order if we honestly believe that having the goods delivered will prove to be burdensome, including but not limited to, the transportation deadline being too short/ creditworthiness of the buyer/ force majeure reasons.
- b) Sal-Tech will not be held liable for any damage done to the goods during the shipment/transportation period.
- c) In the event that the Carrier or Freight Forwarder are proven to be liable for any damage/delay/loss of goods whilst the goods were still in their custody, then the party liable for assigning that role to them will have to remedy, if sought, the damage/delay/loss of the goods.
- d) Without in any way being obliged to do so, Sal-Tech will assist the buyer in remedying any loss/damage/delay done to the goods during the shipment/transportation period.

9. WARRANTY

- a) If it can be proven by the buyer that the goods that were delivered to them are, or have become defective within a 1-year time frame of them being delivered, then the buyer retains the right to have them repaired, free of charge by Sal-Tech.
- b) Warranty does not cover labor or components exchanged due to mishandling of the goods which includes but is not limited to; rough handling or excessive use, fault in operation, use of unoriginal spare parts or material not delivered by Sal-Tech, faults in fixed installations, faulty fuses or lack of necessary cleaning, maintenance, education, certification and training.
- c) Warranty claims must follow item number, machine number and delivery Invoice No.
- d) Any ancillary charges incurred for the purpose of the repair of goods at the buyers' address must be borne by the buyer which includes, but is not limited to, driving hours and mileage costs and other possible travel cost(s) associated.
- e) Machines that are submitted to one of our repair facilities will be repaired free of charge except for costs in connection with shipment/ transportation of the goods to and from our workshop.
- f) For guaranteed work done at the buyers' place of business or at our workshop, it must be clearly stated on the service report that the part(s) are accepted for exchange under guarantee; else the parts and labor for exchange will be charged as they are noted as wear parts.

10. PRODUCT LIABILITY

- a) 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.
- b) Sal-Tech is not liable during the warranty period for the damage that the product may cause.
- c) 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.
- d) If a third party makes a claim against either Sal-Tech or buy on claims, it must promptly notify the other party.
- e) 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.
- f) The relationship between Sal-Tech and buyer should be treated in accordance with clause, concerning jurisdiction and applicable law.

11. CLIMATIC CONDITIONS FOR STORAGE:

- a) 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.
- b) 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.
- c) It is therefore important that the materials are stored according to the following guidelines:

- I. Products must be protected from prolonged exposure to light (sunlight and direct radiation from other sources)
 - II. Products must be protected from external factors, including but not limited to, wind, rain, dust, and other such weather conditions unless expressly agreed at the time of purchase. If a product is to be used outside, this must be discussed during the purchase process to allow for adequate protection from said external factors.
 - III. The Products should be stored between + 5 degrees to + 25 degrees.
 - IV. Products should not be stored in close proximity to heaters, heat radiation or heat, and
 - V. stacking should be avoided.
 - d) For materials, products must be acclimated production prior to use, which means storage for 24-48 hours in production facilities or similar climate.
 - e) The outer packaging must not be removed until shortly before use.
 - f) Unused items again wrapped in a light-tight packaging.
 - g) 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.
 - h) Durability:
 - I. Machining of plastic film to be made within one (1) year after the production.
 - II. Depending on the additive is added: release agent, UV stabilizers or anti-static.
 - III. For the plastic film, which has been treated with pressure, it may be necessary to have a shorter shelf life.
 - IV. All film rolls should be stored upright standing.
- 12. RETURN OF GOODS**
- a) Equipment and materials are sold without the right of return.
 - b) In the event of agreed return, only 90 % of the invoice amount will be credited unless otherwise agreed in writing and/or applied on our invoice.
- 13. PREPARATION/INSTALLATION**
- a) Sal-Tech provides optional service to install/prepare certain machinery or equipment. In the event that Sal-Tech needs to perform provisioning and installation, the buyer will be billed contracted hours used instead of our hourly rate for service work.
 - b) Provided that the provisioning and installation happens within a period of day's gap, then those days/hours will be billed, unless otherwise agreed.
 - c) The buyer shall be responsible to supply lifting and transport equipment necessary for the installation and necessary additional staff, unless otherwise agreed.
 - d) Unless otherwise agreed, we invoice per hour and kilometer rate which accounts for a minimum charge of 50 km for any services that we supply from the starting point of where our technician(s) are based to their return to that same base.
 - e) The buyer accounts for the costs associated with travel and driving, such as bridge fares, airline tickets, hotel, meals, etc. which will be billed at cost in addition to a 15 % handling fee.
 - f) Machines, tools and material are not sold for use to solve specific demands unless these demands have been specifically agreed in writing between Sal-Tech & customer.
- 14. TELEPHONE SERVICE**
- a) Sal-Tech assumes that the buyer can solve common technical and operational issues, yet the buyer may call in for our advice where they will be billed based on our regular hourly rate basis for the services that we provide comprising of minimum of 5 minutes where the minimum billing accounts for 30 minutes.
- 15. COMPLAINTS**
- a) Complaints must be promptly communicated to Sal-Tech in writing within 5 days of delivery/order confirmation of the product and/or service.
 - b) Any complaint lodged timeously does not suspend any payment due, unless otherwise agreed in writing by Sal-Tech.
 - c) Sal-Tech will do its utmost best to reach an amicable settlement with the buyer in the event of a complaint being lodged.
- 16. HOURLY RATE**
- a) The then-current hourly rate for service work and driving hours is the basis for billing. Service work and driving hours shall be billed on an hourly basis where the minimum billing accounts for 1 hour with subsequent division into half hours per commenced device.
 - b) The regular hourly rate shall apply to hours between 6:00 and 18:00 and a maximum of 7.5 hours per day.
- 17. TRAVEL**
- a) Unless otherwise agreed, we invoice per hour and kilometer rate for the invoice. Hour and kilometer rate applied, is the then current rate set by Sal -Tech.
 - b) The 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.
 - c) Driving costs commence from our technician's starting point, returning to same, with distribution in relation to other services performed on the same trip.
- 18. INTELLECTUAL PROPERTY RIGHTS**
- a) All intellectual property rights are reserved with Sal-Tech including but not limited to; copyright, patents, texts, trademarks, illustrations, photos, graphics, files, designs, arrangements etc.
 - b) Sal-Tech's website is protected by copyright and all contents therein.
 - c) Provided that the product is delivered with embedded software, the buyer only retains a non-exclusive software license in the form of rights to use the software which is limited to the purposes set out in the relevant product specification. Beyond that, the buyer obtains no rights in the form of license, patent, copyright, trademark or other intellectual property right associated with that product. The buyer acquires no rights to the source code of the software.
 - d) Delivered manuals and drawings may not be copied or distributed without our written consent.
 - e) Translations are always Sal-Tech's property and copyright protected.
- 19. CONFIDENTIAL INFORMATION**
- a) 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 as confidential by the Buyer.
 - b) Confidential Information shall not, without Sal-Tech's written consent, be copied, reproduced or transferred to third parties or used for any purpose other than that the transfer was intended.
 - c) Confidential Information shall be returned on demand to Sal-Tech.
- 20. BAN ON RESALE FOR ILLEGAL PURPOSES**
- a) 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.
 - b) 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.
 - c) 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.
 - I. Such restrictions must be observed for the resale of Sal-Tech's products to these countries / customers.
 - II. 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.
 - III. If the buyer knows or suspects that the above conditions have been violated, Buyer shall promptly notify Sal-Tech accordingly.
- 21. FORCE MAJEURE AND CANCELLATION**
- a) Sal-Tech reserves the right to cancel any order due to circumstances beyond Sal-Tech's reasonable control, such as; public health emergency, 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, and/or lack of energy supply.
 - b) Sal-Tech shall not be liable for any failure or delay in performance of any obligations if such failure or delay is due to a public health emergency or other cause beyond its reasonable control, including but not limited to restrictions imposed by governments, local authorities, relevant companies or other entities, infection or quarantine, any restrictions affecting transport or logistics or productions etc.
 - c) All Buyer powers are suspended or terminated in such cases and circumstances pointed in 21. (a) and 21. (b). Buyer may neither, in case of cancellation or delayed delivery, seek damages nor to make a claim against Sal -Tech.
- 22. GLOBAL COMPACT**
- a) Sal-Tech supports the UN Global Compact initiative that 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: <http://www.unglobalcompact.org>
- 23. PARTIAL INVALIDITY**
- a) If one or more provisions of Sal-Tech's Terms and Conditions are void and/or unenforceable, then the remaining provisions validity in this document remains unimpaired.
- 24. THIRD PARTY CLAIMS**
- a) 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 clauses 26 and 27.
- 25. GOVERNING LAW**
- a) This agreement is governed by and shall be construed in accordance with the Laws of Denmark/EU or for each branch:
 - Sal-Tech Easy Packaging v/G Salbæk – Denmark/EU.
 - Sal-Tech HKG Limited (Registration Nr. HK 1553382) – Hong Kong, China.
 - Sal-Tech Embalaje SL (CIF Nr. B01970045) – Spain/EU.
 - Sal-Tech Easy Packaging LLC (Reg nr. 35-2776554) – USA.
- 26. JURISDICTION**
- a) The company name "Sal-Tech", will be entitled to use the following Courts with non-exclusive jurisdiction to adjudicate any dispute arising under or in connection with the agreement, unless otherwise agreed by the parties in writing:
 - Sal-Tech Easy Packaging v/G. Salbæk (CVR Nr. DK 18429098) – Sønderborg Court, Denmark.
 - Sal-Tech HKG Limited (Registration Nr. HK 1553382) –Hong Kong Court, China.
 - Sal-Tech Embalaje SL (CIF Nr. B01970045) –Málaga Court, Spain.
 - Sal-Tech Easy Packaging LLC (Reg nr. 35-2776554) – Chicago Court, USA.
- 27. OTHER CONDITIONS**
- a) INCOTERMS 2020 & the present terms will form the basis for any agreement between the Sal-Tech and the Buyer for any conditions that have not been mentioned above.
 - b) Any Order Confirmation/Pro forma Invoice/Invoice issued will immediately supersede all previous communications, including, but not restricted to, emails and telephone conversations, in respect of said Order, unless specific adapted into said order foundation document.