

SALES AND DELIVERY TERMS FOR B SCIENCE GLOBAL

1. Introductory provisions

1.1. "B Science" refers to B. Science Global ApS, a company registered in Denmark. "Buyer" is the party which accepts a quotation given by B Science, or whose offer to purchase is accepted by B Science.

1.2. The following general sales and delivery terms shall apply to the extent that they are not waived by written agreement between the parties. The sales and delivery terms take priority over any provision in the Buyer's order/acceptance, including the Buyer's general conditions.

2. Quotation

2.1. Quotations given by B Science are not binding on B Science before the Buyer has received a written order confirmation.

2.2. If the content of the order confirmation does not comply with the tender given by B Science according to item 2.1., the Buyer undertakes to notify B Science immediately after becoming aware (or when he should have become aware) of any discrepancies. Otherwise the Buyer's inaction will be deemed to imply acceptance of the order confirmation.

2.3. A written quotation is valid for four weeks from the date on which it is given, unless indicated otherwise in the quotation.

2.4. B Science cannot be held liable for misleading information in advertising materials, instructions, drawings, technical data, other specifications or technical service help provided verbally. The Buyer may not use the aforementioned materials as support for a claim for compensation.

3. Prices

3.1. B Science reserves the right to change its prices and price lists. Unless otherwise agreed, sales are made in accordance with the price list effective on the date of the order confirmation.

3.2. All prices are exclusive of VAT and import duties, and unless stated otherwise are ex-factory.

3.3. In the event of changes to duties and taxes between contract signing and delivery date, the purchase price will be revised accordingly.

3.4. Prices given are with reservation for strikes, lockouts and other circumstances beyond the control of B Science.

3.5. Prices stated are exclusive of Danish VAT and shipping packaging and are based on the prices in effect at the time the quotation was given regarding materials, labor costs, and shipping. Prices are also based on the currency exchange rates effective at the time the quotation was given and as such may be adjusted in accordance with changes in prices and exchange rates.

4. Delivery

4.1. Delivery is made ex-works (Incoterms 2010), unless otherwise agreed in writing.

4.2. Shipping will be undertaken at the Buyer's expense and risk, including transport insurance, etc. In the absence of special instructions from the Buyer, B Science is entitled to choose the means and route of transport.

5. Delivery date

5.1. The delivery date stated is approximate and with a proviso for delay caused by strikes, lock-outs, war, mobilization, confiscation, currency restrictions, obstacles to transport, fuel restrictions, fire, any adverse circumstances experienced by B Science's suppliers or subcontractors, including missing or deficient deliveries from suppliers or factors beyond B Science's control, including all instances of force majeure. In such instances, the delivery date will be postponed by the number of days corresponding to that of the force majeure event. Delivery on the postponed delivery date will, therefore, be deemed to be delivered on time.

5.2. If the delivery date is stated as a given number of days or weeks, the period will be calculated from the date on which B Science has received all details for the fulfillment of the order from the Buyer. If the Buyer is in arrears with any overdue payments, the delivery date will be postponed by a period corresponding to the delay in receiving such payments.

5.3. If a delay occurs for any reason other than the above, the buyer shall not be entitled to cancel the transaction in whole or part or apply other remedies for breach of contract against B Science.

5.4. Compensation cannot be claimed in any event to cover the Buyer's operating loss, loss of profit, penalties, or other indirect loss.

6. Payment

6.1. B Science's normal terms of payment are stated on all order confirmations.

6.2. The Buyer is not entitled to withhold any part of the payment due as a form of guarantee for the fulfillment of an undertaking in pursuance of items 9, 10 and 11, and neither does a delay for a significant part of delivery entitle the Buyer to avoid paying in full in accordance with the agreement.

6.3. In the event of payment default by the Buyer, B Science may opt to sell the goods at the Buyer's expense after notifying the Buyer, or store the goods at the Buyer's expense, such that the Buyer shall pay costs related to storage. Notwithstanding any delay, upon receipt of the goods, the Buyer is obliged to make the stipulated payment on the due date. In the event of goods being stored, the Buyer shall bear the risk.

6.4. Failure to pay after the designated due date may lead to the case being handed over to a lawyer without further notice, and debt collection costs will be incurred in addition to the provisions in Executive Order no. 601 of 12. July 2002 on extrajudicial costs related to late payment. In the event of late payment after the designated due date, late payment interest will be applied in accordance with consolidating act no. 743 of 4. September 2002 on late payment interest etc. at the National bank official lending interest rate plus 7% p.a. at this time.

7. Right of ownership

7.1. B Science retains the right of ownership to the goods sold until full and final payment is made.

8. Returns

8.1. Standard goods cannot be returned unless otherwise agreed.

8.2. Special goods and specially adapted goods cannot be returned. B Science will determine the nature of the goods as either standard or special and specially adapted.

8.3. Goods must be returned DDP in accordance with Incoterms 2010 delivered duty paid (DDP) to B Science Global, Bavnevej 10, DK-6580 Vamdrup.

8.4. The Buyer bears the risk for returned goods until B Science has issued a credit note.

8.5. The goods must be returned in their original packaging unless otherwise agreed upon. Returns shall be at the expense of the Buyer.

8.6. The Buyer is responsible for returned goods appearing as new and being resalable. Any changes that become apparent during B Science's inspection of returns shall be charged to the Buyer.

9. Deficiencies

Purchase of new goods

9.1. B Science provides a 100% guarantee on parts for a period of 24 months, excluding shipping costs and labor.

9.2. If the goods or parts of them are deficient due to defects in design, manufacture, or materials, B Science is entitled to opt to either exchange or repair the goods or parts thereof at its own discretion. The Buyer will bear all costs related to dismantling, reassembly, and startup, etc.

9.3. When the sold goods have been received the Buyer shall perform an inspection to the standard normally expected for commercial use. If the goods sold are deficient, the Buyer shall notify B Science in writing within 8 days of delivery. After the expiry of the 8-day period, deficiencies cannot be claimed.

9.4. Compensation cannot be claimed in any event to cover the Buyer's operating loss, loss of profit, loss from the buyer's buying replacement goods, penalties, or other indirect loss.

9.5. B Science's liabilities in pursuance of the above provisions do not cover natural wear and tear or unusual use or abuse, lack of care or operation in contradiction to B Science's instructions, changes made without the written consent of B Science, incorrect repairs performed by the Buyer or other circumstances beyond B Science's control.

9.6. The above provisions also apply to deficiencies in B Science's services provided in relation to the sale of B Science products, including (but not restricted to) assembly, welding, installation, or the like. The same applies to deficiencies in B Science's tests or sign-off trials of the goods sold.

9.7. If purchasing new products, the Buyer can only claim under the manufacturer's guarantee if the conditions are fulfilled, which must be confirmed in advance by the manufacturer.

Buyer's repairs

9.8. The Buyer shall undertake all repairs to the greatest extent possible. If the Buyer undertakes repairs that deviate from B Science's repair instructions or have repairs performed externally, any claim against B Science concerning the goods sold shall lapse. The same applies if non-original parts are used by the Buyer in the goods sold.

B Science's repairs/renovation of used goods

9.9. If B Science repairs used goods belonging to the Buyer, B Science cannot be held liable in any manner. If the Buyer wishes to make a claim for deficiencies concerning B Science products or services, the burden of proof shall lie with the Buyer.

10. Product liability

10.1. The act on product liability no. 381 of 7 June 1989 applies to such claims.

10.2. Regarding product liability not covered by the above act, the following limitations shall apply:

10.2.1. B Science can only be held liable for personal injury if it can be proved that the injury is due to defects or neglect on the part of B Science or other parties for which B Science is responsible.

10.2.2. B Science cannot be held liable for damage to property or objects which occur whilst the material is in the possession of the Buyer. Neither can B Science be held liable for damage to products produced by the Buyer or products in which they are part.

10.2.3. B Science cannot be held to be liable for operational loss, loss of earnings, loss of profit, or other indirect loss.

10.3. To the extent that B Science can be held liable for product liability or other liability to a third party, the Buyer is obliged to indemnify B Science to the same extent to which B Science's liability is limited according to the above provisions.

10.4. If a third party makes a claim against one of the Parties regarding liability pursuant to this item, that Party must immediately inform the other Party of that fact.

11. Product information, consultant's liability

11.1. B Science can only be held liable in general for the goods sold corresponding to the specifications stated in relation to the sale, cf. item 9.2. – not for the goods' being suited to the Buyer's requirements. Liability in excess of the above can only be accepted by B Science if separate, written advice has been provided to the Buyer in the form of a specific, separate statement on the usability of the sold goods sold for a specific purpose to a buyer who cannot be expected to possess the necessary expertise to independently evaluate the suitability of the goods. B Science cannot be held liable for statements implying that they are based on an estimate or assessment.

12. Jurisdiction – The court of venue

12.1. To the extent that transactions between the parties are not regulated by the above general sales and delivery terms, the common rules of Danish law shall apply.

12.2. If the transactions between the parties according to Danish law are regulated by the international Sale of Goods Act (Executive Order no. 237, of 28 March 2003), the rules on the court of venue applicable according to the internal Sale of Goods Act shall be excluded. 12.3. All disputes between Buyer and Vendors shall be resolved by the Kolding District Court.