

TRANSLYFT – TERMS AND CONDITIONS

All agreements with the Translyft Group (including Translyft A/S, Translyft UK Ltd., Translyft GmbH) are governed by Orgalim SI 24 with the following specific amendments and additions.

Conclusion of Contract

Offers made by Translyft are valid for a maximum of 30 days from the date of the offer. An agreement shall only be deemed concluded once Translyft has sent an order confirmation to the buyer.

Offers are made subject to prior sale, which also includes prior sale by all of Translyft's sub-suppliers. In the event of prior sale, Translyft shall be entitled to withdraw from the offer without the buyer being entitled to raise any claims against Translyft as a result thereof. If sub-suppliers change prices, offers, etc. towards Translyft, Translyft shall be entitled to withdraw from the offer made by Translyft without the buyer being entitled to raise any claims against Translyft as a result thereof. Should any of the situations described in this section occur, Translyft shall immediately and no later than 7 days after becoming aware of the circumstances provide the buyer with written notice thereof.

Prices

In connection with Orgalim SI 24 clause 3, it applies that prices for products and services are exclusive of VAT, surcharges, fees, etc.

Unless otherwise agreed in writing, Translyft reserves the right to adjust prices for products and services not yet delivered in the event of changes in exchange rates, price increases from sub-suppliers, increases in material prices, changes in labour costs, changes in legislation, or similar circumstances.

Delay

Translyft's right to an extension of the time limit for taking over pursuant to Orgalim SI 24 clause 41 is supplemented by delays caused by defective deliveries from sub-suppliers to Translyft, in which case Translyft shall be entitled to extend the delivery time to the extent reasonable under the circumstances.

Orgalim SI 24 clause 43 is amended so that the buyer may not terminate an agreement due to delay if the product is custom-made for the buyer.

Product Liability

Clause 75 of Orgalime SI 24 is amended as follows:

Translyft's liability for damage caused by the delivery shall never include any form of indirect loss.

The Supplier shall not be liable for damage to property caused by the Delivery after the takeover

and while it is in the Buyer's possession for an amount exceeding DKK 10 million. Nor shall the Supplier be liable for amounts exceeding DKK 10 million for damage to products manufactured by the Buyer or to products into which the Buyer's products are incorporated.

If the Supplier is held liable towards a third party for amounts exceeding DKK 10 million for such damage to property as described in the first paragraph, the Buyer shall defend the Supplier and hold the Supplier harmless.

If a third party submits a claim for compensation against one of the parties for such damage as referred to in this clause, that party shall immediately notify the other party thereof in writing.

The Supplier and the Buyer are mutually obliged to allow themselves to be joined as parties before the court or arbitration tribunal handling compensation claims raised against one of them on the basis of damage alleged to have been caused by the Delivery. However, liability between the Supplier and the Buyer shall be determined in accordance with clause 81.

Governing Law and Venue

Any dispute that may arise between Translyft and the buyer shall be heard in the first instance before the Court in Aalborg under Danish law, excluding the Danish rules on conflict of laws.

