

Standard Sales Terms & Conditions for Autronica Fire & Security A/S

1. Definitions

Working days means all days except Saturdays, Sundays and public holidays in Denmark.
Conditions mean these general Sales and Delivery Conditions.

Buyer means a business buyer of the Company's Material.

Material means goods that is described in the Company's catalogue or order confirmation, and which the Buyer agrees to buy directly from the Company.

Party means either only the Company or only the Buyer.

Parties mean the Company and Buyer in one.

The Company means Autronica Fire and Security A/S, CVR-nr. 15 20 25 13, Industriholmen 17-19, DK-2650 Hvidovre.

2. General

2.1 These conditions are valid for the Company's sales and delivery of Material to the Buyer, unless there has been a written agreement on waiver of the Conditions.

2.2 The Conditions are valid from November 23., 2017.

3. Material Ordering

3.1 All Material orders from the Buyer are considered offers on buying the Material in question according to these Conditions.

3.2 An agreement between the Buyer and the Company is considered entered into when the Company has sent an order confirmation.

3.3 Any objections from the Buyer regarding the content of the Order Confirmation must be given in writing and in the Company's hand within 3 working days from the Order Confirmation date.

3.4 The Company is at any time entitled to change the choice of material and the shape of the offered Material, as long as the Material still fulfills the common standard, and special specifications given by the Buyer.

3.5 For non-tolerance set goals and dimensions, the Company's standard tolerances are valid.

3.6 The Company's offer to the Buyer is prepared based on the Buyer's specifications, and the Company has no liability for errors or defects in these specifications. Unless otherwise stated, written offers given by the Company are considered invalid unless accepted by the Buyer within 30 days of the date on the offer.

3.7 The Company makes reservations for errors in price lists, order confirmations and offers.

4. Drawings and Descriptions

4.1 All drawings and technical documents in relation to the Company's Material or reproductions thereof, which are sent by the Company to the Buyer before and after the agreement has been entered into, shall remain the Company's property. Drawings, technical documents or other technical information received by the Buyer, must not, without a written consent from the Company, be used for other purposes than mounting, installation, delivery agreement or delivery sample, operation or maintenance of the Material. Without the Company's written consent, the mentioned Material must not be otherwise used, copied, reproduced, handed over or in any other way informed to a third party.

4.2 The Company is not obliged to deliver production drawings of the equipment.

5. Prices

The Company's prices are excluding VAT, possible fees and import duties. Freight charge and postage connected to the delivery is to be paid by the Buyer based on the actual costs incurred. Mounting, cable installation, necessary 230 volt voltage supply, as well as commissioning is not included in the price.

5.1 Orders below DKK 500.00 excl. VAT are subject to a handlingfee.

5.2 For Material sold, installed and/or mounted and/or commissioned, the prices stated presuppose that the work can be done within normal working hours. For work which it is desirable that should be done fully or partially outside normal working hours, the Company adds a fee based on the Company's currently valid overtime pay.

5.3 Documented currency changes, custom charges or other costs that are included in the Company's prices or that makes additions thereto, and which occur after the Company's order confirmation has been sent or offer has been given, and which have raised the Company's prices, gives the Company the right to increase their prices. The Company's right to increase the prices expires upon delivery.

5.4 If the currency chosen in the agreement is devalued so that the actual exchange rate between the chosen currency and the Danish kroner (DKK) is changed more than 2% on the time of agreement, the Company has the right to suspend all deliveries. The Company shall, with a letter of recommendation, request the Buyer to within 3 working days after receipt of the letter to notify whether he/she wishes to stand by the purchase with paying a higher price which gives the Company full coverage for all of the floating losses as a consequence of the devaluation. If such a notification is not in place within the expiry of the above-mentioned deadline, the agreement is considered invalid.

6. Reservation of Ownership

6.1 As long as it by virtue of agreement or statement in the Company's order confirmation has been set that the payment should be done in another way than cash upon delivery, the Company has property reservation in the delivered Material.

6.2 The Company has reservation of ownership in the delivered Material, until payment of the purchase amount, transport costs, accrued interest and any other costs have taken place. Until the payment has taken place, the Buyer must neither sell, pawn nor make any other legal dispositions over the delivered Material, and the Buyer is obliged to keep the delivered Material properly insured.

7. Payment Conditions

7.1 Unless otherwise agreed or stated in the Company's invoice, the payment must take place 14 days after the invoice date, at the latest.

7.2 The Company reserves the right to demand a security in the form of a bank guarantee or transport in the event of a main enterprise, as long as the purchase is a credit purchase.

7.3 Upon too late payment, a 1% interest per started month accrues, starting from the due date.

7.4 The Company reserves the right to change the agreed payment conditions, in the event that the Buyer's payment capacity to pay is weakened after entering of agreement.

7.5 The Company has the right to consecutively invoice per delivery (on account invoicing).

7.6 The Buyer does not have the right to withhold any part of the purchase sum as a safety for fulfillment of any counterclaim regarding other deliveries, and any withdrawal of a part of the purchase sum will be considered a serious breach.

8. Delivery and Delay

8.1 Delivery times are given approximately and are not binding, unless otherwise specifically agreed and in writing, confirmed by the Company.

8.2 If a fixed delivery time has been agreed upon, this is considered fixed given that all the Buyer's specifications are presented at the latest upon the Company's sending of the order confirmation. In any other case, the delivery time is counted from the

- point in time where the correct specifications have been received from the Buyer.
- 8.3 Regardless of agreed delivery time, the Company is obliged to if necessary prolong the delivery time agreed upon with up to 15 working days counting from the expiry of the fixed delivery time.
- 8.4 The Company shall, within the expiry of the fixed delivery time, notify the Buyer about the prolongation. The delay is not valid before the expiry of the prolongation of 15 working days.
- 8.5 The Buyer has the right to revoke the agreement, if the delay is substantial, but the Buyer does not have the right to apply further remedies for breach.
- 8.6 Delivery of the Material will be carried out in accordance with INCOTERMS 2010 EXW on the Company's given place in Denmark.
- 8.7 In the event that a separate deal of installation and/or mounting of the Material by the Company has been agreed upon, the Material is delivered free of charge to the address where the Material is supposed to be installed and/or mounted, unless otherwise agreed upon.
- 8.8 The risk for the Material is handed over upon delivery, at the latest. Even if the Company is to deliver both Material and mount and/or install the Material, the risk for the Material, when the Material is delivered to the address where the Material is to be installed and/or mounted.
- 8.9 If the delivery cannot be done due to circumstances at the Buyer's fault, the Material will be stored by the Company at the Buyer's expense and risk until the Buyer picks up the Material. If the Material has not been picked up within 30 days after the agreed delivery, the Buyer has breached the agreement with the Company, and the breach is considered serious. The Company is thus entitled to fully or partially revoke the agreement with the Buyer, as well as demand compensation. If the payment was to be done on delivery, the Buyer's payment duty is valid from the point in time when the Material was supposed to be delivered.
- 9. Complaints and Defects**
- 9.1 The Buyer is obliged to control the delivered Material immediately after delivery, and immediately complain in writing regarding visible defects or immediately verifiable defects. The complaint can in no case be presented later than 14 days after delivery. Upon a lacking complaint, the Buyer cannot at a later point claim any defect which could have been established by a thorough examination of the Material.
- 9.2 Errors or defects which could not be established by the examination immediately after delivery must be claimed without groundless delays.
- 9.3 The Buyer must complain within 24 months from delivery at the latest. The Buyer loses any right to complain after expiry of the 24 months.
- 9.4 The Buyer can demand a delivery of substitute goods or repair of the defect Material. The Company decides whether the defect should be corrected by means of repair or substitution.
- 9.5 If the Buyer seeks help outside the Company's normal working hours, the Company will attempt to meet this request, given that the Buyer pays current response fee and overtime pay.
- 9.6 The Buyer cannot demand a proportionate discount or compensation for delivery of defect Material, and the Buyer is not entitled to null the agreement with the Company as a consequence of such defects.
- 9.7 The Company accepts no responsibility for the delivered material can be used in the intended manner legally.
- 10. Force Majeure**
- 10.1 The Company is not responsible to the Buyer for non-delivery or delays, that are caused by circumstances outside the Company's control, including, but not limited to, fire, war, mobilizations, riots and disturbances, acts of terror, natural disasters confiscations, currency restrictions, lack of means of transport, general shortage of goods, floods, waterspouts, strikes, blockades and lockouts, boycott of Danish goods and/or companies, government interventions/restrictions, as well as lack of deliveries from the Company's suppliers.
- 10.2 The Company's offers and agreements with the Buyer can be cancelled by both parties without liability, if a force majeure situation lasts for more than 60 days.
- 11. Product Liability**
- 11.1 The Company is responsible for product damages in accordance to the Product Liability Act to the extent that this liability cannot be departed from upon agreement. The Company rejects to the furthest possible extent, any product liability after the Product Liability Act, as well as product liability on any other basis.
- 11.2 The Company's product liability is amount-wise limited to the smallest of the following amounts:
- 1) 50% of the insurance sum for the Company's product liability insurance.
 - 2) The purchase sum according to the agreement between the Company and the Buyer, where the damaged Material was bought. The price for installation, mounting, service and so on, is not included in the calculation of the purchase sum.
- 11.3 The Company is not in any case liable for indirect losses. Operation losses, loss of customers, loss of goodwill and documented internal resource use are considered indirect losses. The enumeration is not exhaustive.
- 11.4 If a third party raise a claim against one of the parties regarding product liability in accordance with these regulations, this party must immediately notify the other party of this.
- 11.5 To the extent the Company should be imposed product liability to a third party for damages caused by Materials sold to the Buyer, the Buyer is obliged to indemnify the Company to the extent that the Company's liability towards the Buyer is limited according to the conditions, point 11.1 – 11.3.
- 11.6 The Buyer is not in a position to set forth recourse claims towards the Company, as long as the Buyer has been held responsible for damages caused by the Company's Material, unless otherwise follows from invariable regulations.
- 12. Law Choice and Legal Venue**
- 12.1 All disputes and disagreements regarding understanding of current conditions should be settled according to the Danish law and finally and binding decided through arbitration in Copenhagen.
- 12.2 In the event of a dispute, every Party has the right to demand having a court of arbitration appointed. The Party which desires to have a question decided with arbitration, must appoint an arbitrator, and by a letter of recommendation encourage the other Party to appoint his arbitrator within 14 days. The letter shall also contain a short description of which question(s) that it is desired that should be judged by the arbitration. If the other Party has not appointed an arbitrator within the mentioned deadline, this will be appointed by the president of the Danish "Sø- og Handelsretten".
- 12.3 The arbitrator of the Parties will jointly appoint an umpire who will act as the foreman of the court of arbitration. In the event that an umpire cannot

- jointly be chosen, the appointed arbitrators will together consult the president of the Danish "Sø- og Handelsretten" with a request that the president after initial discussion with the Parties appoint an umpire who will act as an arbitrator for the court of arbitration.
- 12.4 The court of arbitration will make a decision in the dispute according to the current Danish Law and will themselves settle the rules for the trial according to the general principles of the administration of justice.
- 12.5 The court of arbitration decides how to handle the expenses related to the arbitration case. The court of arbitration decides when the decision should be fulfilled, which normally would take place 14 days after the decision has been made.
- 12.6 The Parties are mutually committed to let themselves be sued at the court of law or court of arbitration which handles indemnity claims that have been raised by a third party against one of them regarding Product Liability.
- 13. Return Policy**
- 13.1 The Company is prepared to accept the return of sold Material under the following conditions:
- Material must be complete and in a saleable condition
 - Material must be undamaged and unopened in the original packaging
 - Material must be specified and classified
 - Material must be documented as being purchased from the Company in the form of a delivery note or invoice
 - Material must not have been discontinued from the Company's product range
- 13.2 Material that meets the requirements in Section 13.1, named as "Returned Material". The Return of Material must be agreed with one of the Company's employees. Material such as pipes, cables or other Products in measured quantities or special dimensions, as well as Material specially procured by the Company for the Buyer cannot be returned. If the Material does not qualify as Returned Material, the Material is returned or disposed of at the Buyer's expense.
- 13.3 In addition, the following conditions apply to the Buyer's right of return.
- A Return Charge for Returned Material is calculated according to the following scale:
- 0-7 days after the delivery date:* 5 % of the invoiced price. Minimum charge per Returned Order amounts to DKK 100.
- 8-90 days after the delivery date:* 15 % of the invoiced price. Minimum charge per Returned Order amounts to DKK 100.
- More than 90 days after the delivery date:* 25 % of the invoiced price. Minimum charge per Returned Order amounts to DKK 100.
- 13.4 Standard packaging such as pallets, frames and wooden boxes that are invoiced to the Buyer will be credited to the Buyer upon return, provided that such packaging is undamaged. Credit is subject to the scale above. A copy of the invoice or delivery note must be attached to Returned Material.
- 14. Compliance with export control regulations**
- 14.1 If Purchaser transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by AFS or works and services (including all kinds of technical support) performed by AFS to a third party, Purchaser shall comply with all applicable national and international (re-) export control regulations. In any event of such transfer of goods, works and services Purchaser shall comply with the (re-) export control regulations of Denmark, the European Union and of the United States of America.
- 14.2 Prior to any transfer of goods, works and services provided by AFS to a third party Purchaser shall in particular check and guarantee by appropriate measures that:
- 14.3 there will be no infringement of an embargo imposed by the European Union, by the United States of America and/ or by the United Nations by such transfer, by brokering of contracts concerning those goods, works and services or by provision of other economic resources in connection with those goods, works and services, also considering the limitations of domestic business and prohibitions of by-passing those embargos;
- 14.4 such goods, works and services are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided;
- 14.5 the regulations of all applicable Sanctioned Party Lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered.
- 14.6 If required to enable authorities or AFS to conduct export control checks, Purchaser, upon request by AFS, shall promptly provide AFS with all information pertaining to the particular end customer, the particular destination and the particular intended use of goods, works and services provided by AFS, as well as any export control restrictions existing.
- 14.7 Purchaser shall indemnify and hold harmless AFS from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Purchaser, and Purchaser shall compensate AFS for all losses and expenses resulting thereof.
- 15. Code of Ethics**
- 15.1 The Buyer hereby acknowledges having read and understood the UTC's Code of Ethics (<http://www.utc.com/How-We-Work/Ethics-And-Compliance/Pages/Code-of-Ethics.aspx>). The Buyer undertakes to comply with these and comply with any amendment and any other or new integrity policy or UTC Code of Ethics in the performance of its obligations hereunder as well as in its relations with any third parties or under any agreement.