

GENERAL TERMS AND CONDITIONS

1. APPLICATION

1.1 moto muto's product is delivered subject to the following terms and conditions unless derogations have been agreed upon in writing between moto muto and the Customer. moto muto's product is delivered as a commercial sale.

2. CONCLUSION OF AGREEMENT

2.1 The Customer's orders, modifications, and supplements are only binding on moto muto, when the Customer has received written confirmation. Products are subject to prior sales.

2.2 Delivery from moto muto requires that the Customer provides data, materials, drawings, etc. as agreed. If this condition is not met by the Customer, it must be expected that the time of delivery is deferred and that the price will increase.

2.3 moto muto will only advise the Customer in connection with the sale of moto muto's products.

3. DELIVERY, TIME OF DELIVERY

3.1 If a delivery clause has been agreed upon, it shall be construed in accordance with the INCOTERMS valid at the time of the agreement. If no delivery clause has been agreed upon separately, delivery is considered "Ex Works / Ab Factory" moto Muto, Risskov, Denmark.

moto muto may postpone delivery in the following cases:

- » If the Customer demands changes of the order.
- » In case of delayed deliveries or services, that the Customer is conducting himself or is having conducted.
- » In case of force majeure (circumstances beyond moto muto's control).

4. RETENTION OF PROPERTY

4.1 Barring limitations imposed by mandatory law, ownership of the products is only transferred to the Customer, when moto muto has received full payment of the purchase price plus any costs incurred by the Customer. If the product sold is converted or processed, the retention of property is maintained, so it covers the converted or processed product to an extent corresponding with the value of the sold product at the time of sale.

5. PRICE, PRICE CHANGES AND PAYMENT

5.1 moto muto's prices and terms of payment are stipulated in the price list applicable at any time.

5.2 Prices are subject to increase both before and after acceptance, but before the time of payment, taking changes in prices of materials, prices of subcontractors, changes in taxes and freight rates, currency changes, wage changes and other changes into account.

5.3 The Customer is not entitled to deduct or withhold any part of the payment due to counterclaims, unless this has been accepted in writing by moto muto, and only if the Customer simultaneously provides adequate security for the payment of the purchase price once any dispute on the counterclaim has been settled.

6. DAMAGES AND LIMITATION OF LIABILITY

6.1 In case of moto muto's breach the Customer may demand compensation for the direct damage from the breach. moto muto cannot be held

liable for the Customer's loss of profits or other indirect losses due to late delivery or defects. moto muto can neither be held liable for claims that exceed the invoiced amount excluding VAT.

6.2 If moto muto as part of the execution of the task has delivered or by the Customer has been instructed to use products manufactured or developed by others than moto muto, moto muto does not in any respect assume any liability other than that of which moto muto can actually claim against the supplier of the products concerned. Under no circumstances does moto muto accept responsibility for consulting, dimensioning and other project design made by the Customer or a third party.

6.3 moto muto is not liable for defects arising from unpacking, failure to follow operating instructions, including, but not limited to, improper use, exposure to mechanical stress and strain, lack of compliance with temperature limitations, voltage, misuse, lack of preventive or incorrect maintenance, replacement using non-original parts, the Customer's own intervention in the installation, or as a result of external circumstances not attributable to moto muto or moto muto's installation.

6.4 In case of delay moto muto's liability is limited so that the total of daily penalties and claims moto muto is liable for cannot exceed an amount equal to 10% of the invoiced amount.

6.5 moto muto has the right/duty to correct all defects, if the remedy can be completed without any significant inconvenience to the Customer.

6.6 The Customer shall forfeit any right to claim compensation, if such claim is not put forward in writing no later than 7 days from discovery of the defect, but no later than one year from time of delivery.

7. PRODUCT LIABILITY

7.1 If the products delivered by moto muto cause damage to the Customer or third parties' property or person moto muto shall within the limitations set forth in section 6 compensate the Customer's losses, including indemnifying the Customer for any claim an injured third party can raise against the Customer, even if the damage is neither due to moto muto's negligence nor someone for whom he is liable.

7.2 Irrespective of 7.1, moto muto shall not be liable for damage to property intended for commercial use, and moto muto shall under no circumstances be held liable for the Customer's or third party's loss of profits, consequential or indirect losses as a result of the delivered product being defect.

7.3 If the Customer's negligence has contributed to the occurrence of product damage or if the Customer has failed to take reasonable measures to limit the extent of the damage, moto muto can claim that the Customer pays a part of the compensation, as is appropriate based on the Customer's conduct.

8. GOVERNING LAW AND VENUE

8.1 Any dispute shall be settled by the ordinary courts in Denmark and is governed and construed in accordance with Danish law, except the conflict of laws rules in the law on International Sale of Goods (CISG).