

## General Terms of Sale and Delivery

### 1. Contractual basis

1.1. The following terms shall apply to all trade between Protect A/S, CVR No. 25687272 (in the following referred to as **Protect**) and the dealer/distributor (in the following referred to as the **customer**).

1.2. These General Terms of Sale and Delivery may only be departed from to the extent where a written and signed agreement hereof has been entered into between Protect and the customer. It is specified that these Terms of Sale and Delivery cannot be overruled by the customer's purchase terms.

### 2. Price lists, product descriptions, marketing material etc.

2.1. Protect reserves the right to change prices and product specifications without notice.

2.2. Product specifications stated in product descriptions or marketing material should be considered as approximate and deviations may occur.

2.3. Reservations are made by Protect for errors in price lists, product descriptions, marketing material etc., and Protect shall not be bound by such errors.

### 3. Delivery and transfer of risk

3.1. After acceptance of an order, Protect shall deliver as soon as possible unless otherwise agreed.

3.2. Delivery is ex works (Incoterms 2000) at Protect's premises to an independent carrier chosen by Protect.

3.3. The risk of accidental loss of the product will pass to the customer upon delivery.

### 4. Carriage costs and insurance

4.1. Costs related to carriage of goods, including transport insurance from the address specified in clause 3.2, shall be paid by the customer and shall be of no concern to Protect.

### 5. Delay in delivery and force majeure

5.1. Protect aims to deliver at the date of delivery agreed upon.

5.2. If Protect's delivery is delayed, Protect shall be liable to inform the customer of such postponed delivery and when delivery is expected to take place

5.3. An agreement cannot be cancelled by the customer unless Protect has postponed delivery three times.

5.4. The customer is not entitled to claim liability in damages or similar related to delay.

5.5. Protect shall not be liable in case of force majeure, carriage obstacles, delay caused by sub-suppliers, work accidents or fire.

### 6. Intellectual property rights

6.1. Protect shall be the owner or the licence holder of all intellectual property rights related

to all delivered material and products. Such material and product information is personal and cannot by the customer be passed on to third parties or used for any other purposes.

### 7. Terms of payment and retention of title

7.1. All prices stated by Protect are in euros, excluding VAT and taxes.

7.2. The goods ordered must be paid before delivery. Delivery cannot take place before the customer provides documentation that the invoice issued has been paid. The invoice date shall be considered as the due date in accordance with the Danish Interest Act.

7.3. If payment is not made in due time, Protect shall be entitled to claim interest for late payment at the rate of 2% per month or fraction of a month. Reminder letters are charged with EUR 10.00 each, as well as EUR 10.00 is added to the debt if the claim should be subject to legal collection.

7.4. Protect has the right to obtain effective payment, due to which the customer is unauthorised to set off any claim against Protect, e.g. if the customer's end-customer fails to pay.

7.5. Protect shall have ownership of the goods sold until full payment, including interest and expenses, has been made (retention of title).

### 8. Warranty

8.1. Protect provides a 24-months' warranty for defects in the products. The period is calculated from the delivery of the product to the customer, cf. clause 3.2. Complaints shall be made immediately.

8.2. Protect provides a 12-months' warranty on additional equipment, spare parts and repair work.

8.3. The warranty includes replacement of defect parts by new or used parts with the same functions as well as internal working hours for Protect.

8.4. The warranty does not include fog fluid, batteries (consumer goods) carriage costs and ordinary wear and tear.

8.5. The warranty does not apply if a product has not been installed in accordance with the manual accompanying each product; if the customer has used non-original parts; or if technicians or the customer has used non-original fog fluid.

8.6. In case of repair of the products, the customer shall complete the Repair /Spare Parts Report prepared by Protect, which report can be obtained by the customer by contacting Protect. The report must accompany the products which the repair regards and must specify

serial numbers of all main products. Serial numbers are stated on the invoice.

### 9. Remedial action

9.1. During the warranty period, the customer may send in defective products to Protect in order for Protect to take remedial action. During the remedial period, the customer cannot claim remedies for breach against Protect.

### 10. Limitation of liability

10.1. Except from the right of warranty period specified in clause 8, Protect cannot be met by claims based on non-activation of the products, irrespective of the reason, claims from third parties related to Protect's products, any type of indirect loss, consequential damage, damage related to persons and/or machinery by installation, use and release of the smoke generator, non-compatibility between the customer's other security systems and Protect's products, and misuse or misinstallation by the customer. The liability of Protect is in any respect limited to the value of the sold product.

### 11. Product liability

11.1. Protect has taken out a global product liability insurance covering errors and/or defects which may be directly related to Protect's deliveries. Protect disclaims liability to the widest possible extent, as it is emphasized that Protect cannot be held liable for operating loss, loss of profits, loss of time or any other financial, consequential loss for damage to other persons/goods caused by the sold product. The customer will indemnify Protect for such loss and damages which may be related to the customer's services/deliveries to a third party. In this connection, the customer is under an obligation to take out a product liability insurance of sufficient value to cover such liability caused by the customer's services/deliveries to a third party.

### 12. Breach

12.1. In case of breach of the business between the customer and Protect, the aggrieved party may claim ordinary remedies for breach in accordance with the laws of contract and tort, unless otherwise specified in these General Terms of Sale and Delivery.

### 13. Applicable law and venue

13.1. Any dispute arising out of or in relation to the parties' legal relationship shall be decided according to Danish law, except for any conflicts rules which may refer the consideration of the dispute to another country's laws. Protect decides whether the dispute shall be settled either by the City Court of Aarhus as first instance or by arbitration in accordance with laws of arbitration.