

General Terms and Conditions of Sale and Delivery

CARLSEN BALTIC UAB

1. – Application and terms of reference

1.2 These General Terms and Conditions of Sale and Delivery supplemented by the Danish Sale of Goods Act apply to all orders and agreements on delivery by CARLSEN BALTIC UAB to the extent that these rules have not been dispensed within CARLSEN BALTIC UAB's order confirmation or these General Terms and Conditions of Sale and Delivery.

1.3 CARLSEN BALTIC UAB's order confirmation, these General Terms and Conditions of Sale and Delivery and the Danish Sale of Goods Act apply to delivery agreements in the order of priority indicated.

1.4 Quotes, proposals and other binding documentation provided by CARLSEN BALTIC UAB remain the property of CARLSEN BALTIC UAB. This material may not be duplicated and may only be used in connection with CARLSEN BALTIC UAB's goods deliveries.

1.5 It is the responsibility of the Customer to obtain any government authority permits or permissions that may be required for a project.

2. – Formation of contract

2.1 Quotes obtained from CARLSEN BALTIC UAB are binding for 30 days unless otherwise indicated in the quote.

2.2 CARLSEN BALTIC UAB issues order confirmations for all orders. The Customer is under obligation to check order confirmations thoroughly. If an order confirmation should contain errors, the Customer must without delay dispute the order confirmation. CARLSEN BALTIC UAB thus cannot be held liable for errors in order confirmations, including errors relating to product descriptions, types, dimensions, colours, etc.

2.3 CARLSEN BALTIC UAB cannot be held liable for products being fit for purpose as required by the Customer or products having certain properties, qualities or applicability unless expressly stated in these General Terms and Conditions of Sale and Delivery or unless CARLSEN BALTIC UAB has expressly guaranteed this in writing.

3. – Order cancelation

3.1 In cases when order is cancelled by the Customer, the Customer is obliged to compensate for all direct losses incurred by CARLSEN BALTIC UAB. Such direct losses include, without limitation, slow moving items, specific

components, development expenses, etc. related to order cancelled by the Customer.

3.2 In cases when order is cancelled by the Customer during production process (within six (6) weeks to delivery date stated in order confirmation by CARLSEN BALTIC UAB), the Customer is liable for full compensation of the agreed purchase price stated in order confirmation under conditions stated in order confirmation by CARLSEN BALTIC UAB, unless agreed otherwise.

4. – Delivery terms and delivery dates

4.1 Delivery is made to the Customer's usual place of business at the Customer's risk. Transport insurance is only purchased at the request and at the expense of the Customer.

4.2 The delivery date is calculated from date of receipt of the order, if confirmed, and on the condition that all required information for correct delivery has been provided. If incomplete information is provided, the delivery date is calculated from the date of receipt of the information required for correct delivery.

4.3 The delivery date (date when products are loaded on the transport mode at CARLSEN BALTIC UAB's place) is stated on CARLSEN BALTIC UAB's order confirmation. Delivery dates are approximate and are not binding on CARLSEN BALTIC UAB unless expressly agreed in writing. Delivery within a week of the delivery date stated in the order confirmation is deemed to be timely delivery.

4.4 CARLSEN BALTIC UAB reserves the right to make partial deliveries.

5. – Prices, payment terms and guarantees

5.1 Unless otherwise indicated, prices do not include value-added tax (VAT) or other Danish or foreign duties, taxes, etc.

5.2 Prices apply to the goods stated in the order confirmation, and CARLSEN BALTIC UAB reserves the right to invoice the Customer for any goods or other services provided that are not expressly stated in the order confirmation. Reference is made to CARLSEN BALTIC UAB's current price list.

5.3 The purchase price falls due for payment unless otherwise agreed in writing immediately on delivery (net cash). In the event of partial delivery of an order, the goods will be invoiced separately as the due date is the date on which the partial delivery takes place. If the Customer is unable to take delivery

of the goods on the agreed delivery date, payment will fall due as if delivery had taken place. Storage costs will be invoiced at the lowest possible price at the Customer's expense.

5.4 The Customer is not entitled to withhold any part of the purchase price for guarantee purposes or as a result of delays to delivery that are attributable to circumstances beyond CARLSEN BALTIC UAB's control.

5.5 If a payment deadline is not met, interest on overdue payment will be applied. This will be calculated from the due date at 2% per month or part thereof. Interest accrues monthly.

5.6 CARLSEN BALTIC UAB is entitled, although CARLSEN BALTIC UAB has not specifically reserved its rights on this issue, at any time to require that the Customer within five (5) working days provide CARLSEN BALTIC UAB with adequate guarantees for the Customer's full payment obligation and is entitled until such guarantee has been provided to omit to produce the order or withhold the order.

6. – Liability for delays

6.1 In the event of failure to meet the stated delivery date by more than ten (10) working days, the Customer will be entitled, if such failure constitutes significant inconvenience to the Customer, to require that CARLSEN BALTIC UAB redelivers the goods and sets a new delivery deadline. The deadline, which may under no circumstances be shorter than five (5) working days, must be reasonable with due consideration for the delay that has already occurred and the reason for the delay. If CARLSEN BALTIC UAB hereafter fails to take reasonable measures to ensure delivery within the set time limit, the Customer is entitled to cancel the agreement pertaining to the delayed delivery.

6.2 CARLSEN BALTIC UAB's liability for the delay is limited to the invoice value of the delayed delivery or parts thereof.

6.3. CARLSEN BALTIC UAB is not liable for operating losses, loss of profit or other consequential losses.

7 – Liability for defects

7.1 CARLSEN BALTIC UAB's liability for defects as a result of design, construction, manufacturing or material defects lapses two (2) years after invoicing has taken place.

7.2 Complaints must be made in writing without delay on delivery of the goods and under no circumstances later than eight (8) days after delivery and prior to processing of the goods as the Customer will otherwise lose the right to invoke defects.

7.3 CARLSEN BALTIC UAB cannot be held liable for defects or damage caused (1) by the Customer, (2) by incorrect

assembly and/or incorrect mounting on vehicle chassis, (3) by lack or inadequate maintenance, (4) during transport, (5) by incorrect storage or handing of the goods, (6) by the Customer's processing or assembly of the goods, (7) by weather conditions, sunlight or humidity or (8) by accident.

7.4 CARLSEN BALTIC UAB cannot be held liable for (1) cosmetic defects, including discolouration, colour changes or fading, (2) unavoidable and/or expected likely ageing of the performance of the goods or (3) naturally occurring variations in the materials used.

7.5 In the event of a legitimate claim within the warranty period, CARLSEN BALTIC UAB's liability is limited to free delivery of an equivalent new product (or module). CARLSEN BALTIC UAB is, however, entitled instead to remedy defects if CARLSEN BALTIC UAB deems that such remedy can be carried out in a safe and practicable way. CARLSEN BALTIC UAB does not cover costs related to the disassembly of the old product, processing of the new product, installation of the new product or similar costs, including labour costs for the remedy of the defect. CARLSEN BALTIC UAB, moreover, does not provide replacements or compensation.

7.6 CARLSEN BALTIC UAB cannot be held liable for operating losses, loss of profit or other consequential losses.

7.7 The Customer may solely invoke rights which are expressly stated in these General Terms and Conditions of Sale and Delivery, but is not otherwise entitled to invoke rights against CARLSEN BALTIC UAB relating to defects to goods supplied by CARLSEN BALTIC UAB.

8. – Product liability

8.1 Should personal injury or damage to property arise from a defect to goods supplied by CARLSEN BALTIC UAB, CARLSEN BALTIC UAB may be held liable under the general rules of Danish law, including applicable legislation on product liability.

8.2 CARLSEN BALTIC UAB cannot be held liable for operating losses, loss of profit or other consequential losses.

8.3 If the losses constitute damage to commercial property, CARLSEN BALTIC UAB's liability will be limited to an amount equivalent to the invoice value of CARLSEN BALTIC UAB's module of the defective product.

8.4 CARLSEN BALTIC UAB hereby disclaims to the fullest possible extent any product liability that is not based on statutory obligations.

8.5 The Customer is under obligation to indemnify CARLSEN BALTIC UAB against third parties imposing liability on

CARLSEN BALTIC UAB for such personal injury and damage for which CARLSEN BALTIC UAB cannot be held liable.

8.6 The Customer is under obligation to purchase and maintain insurance that covers claims from third parties against CARLSEN BALTIC UAB according to point 8.5.

8.7 CARLSEN BALTIC UAB and the Customer are under mutual obligation to assume joint responsibility before a court or arbitration court hearing the claims for damages made against one of them on the basis of damage or loss allegedly caused by the goods. The mutual relationship between the Customer and CARLSEN BALTIC UAB must always be settled by arbitration according to point 12.

9. – General limitations of liability

9.1 CARLSEN BALTIC UAB cannot be held liable for operating losses, loss of profit or other consequential loss.

9.2 CARLSEN BALTIC UAB cannot under any circumstances be held liable for losses resulting from defects, delays and other damages attributable to circumstances beyond CARLSEN BALTIC UAB's control, including war, terrorism, vandalism, fire, embargo, import restrictions, export restrictions, political unrest, strike, lockout, lack of labour or goods deliveries, natural disaster, etc.

9.3 Calculations and other consultancy services provided by CARLSEN BALTIC UAB are only a guide and cannot replace expert technical advice.

9.4 By using goods supplied by CARLSEN BALTIC UAB, the Customer is under obligation to ensure that current statutory technical requirements are met. This includes fire regulations. The chassis must be dimensioned and adapted to the specific requirements, local best practice and instructions of other suppliers.

9.5 CARLSEN BALTIC UAB cannot be held liable for drawings and the technical manufacture of fittings. For technical specifications for CARLSEN BALTIC UAB products, including the properties of the stated product, please contact CARLSEN BALTIC UAB.

9.6 CARLSEN BALTIC UAB cannot be held liable for damage or losses directly or indirectly attributable to consultancy services provided by CARLSEN BALTIC UAB.

10. – Subcontractors

10.1 CARLSEN BALTIC UAB products consist to a significant degree of components that have been manufactured, assembled and supplied by subcontractors, including and mainly by Fiat or others for cabs, Alko or others for chassis and various cooling and kitchen modules, incl. refrigerators,

cooling components, roasting trays, sausage cookers, etc., as CARLSEN BALTIC UAB itself does not manufacture and only installs components supplied by subcontractors and to the extent that this is the case with the goods CARLSEN BALTIC UAB cannot under any circumstances be held liable for losses caused by defects, delays or other damage caused by circumstances attributable to deliveries from subcontractors over whom CARLSEN BALTIC UAB has no control as CARLSEN BALTIC UAB in such cases may solely be held liable if defects, delays and other damage are attributable to CARLSEN BALTIC UAB.

10.2 Delivery terms for the above subcontractors are available on request from CARLSEN BALTIC UAB.

11. – Retention of ownership

11.1 The supplied goods remain the property of CARLSEN BALTIC UAB until the purchase price, incl. interest, has been paid in full.

11.2 In the event of the Customer's breach of contract, CARLSEN BALTIC UAB is thus entitled to request a warrant for possession of the goods.

11.3 Should the Customer suspend payments, file for bankruptcy, initiate negotiations for composition or moratorium or be declared insolvent, CARLSEN BALTIC UAB will likewise be entitled to request a warrant for possession of the goods.

12 – Choice of law and venue

12.1 Disputes must be settled according to Danish law by the Danish Institute of Arbitration according to the rules applicable to the Danish Institute of Arbitration on the date that the dispute is filed with the Danish Institute of Arbitration.

12.2. This does not exclude CARLSEN BALTIC UAB's right to enforce the ownership described in point 11 above by requesting the competent ordinary court in the jurisdiction in which the delivery takes place to issue CARLSEN BALTIC UAB with a warrant for possession of the goods according to applicable rules.