

CARMO A/S TERMS AND CONDITIONS PRODUCTION OF 3D PLASTIC PROTOTYPES

1. These terms and conditions form an agreement (the "**Agreement**") regarding the manufacturing and sale by Carmo A/S, CVR no. 26987369 ("**Carmo**") of 3D plastic prototypes (the "**Prototypes**") to [*] (the "**Buyer**"). Carmo and the Buyer are each referred to as a "**Party**" and both as the "**Parties**".
2. Prior to the signing of this Agreement, the Parties have signed an NDA (the "**NDA**") for the purpose of Carmo being able to issue an offer regarding Carmo's manufacturing of the Prototypes to the Buyer.
3. This Agreement takes effect when both Parties have signed below.
4. Upon Carmo's receipt from the Buyer of an Order for the manufacturing of one or more Prototypes, including the relevant the drawings and specifications for the ordered Prototypes (the "**Drawings**") and information on quantity and other relevant information (together an "**Order**"), Carmo will begin manufacturing of the Prototypes.
5. The purpose of the Buyer's purchase of the Prototypes is the Buyers evaluation of Buyer's design (the "**Purpose**"). Specifically, Prototypes are for evaluation only and cannot be used in finished products. Carmo cannot guarantee that Prototypes are fit for any specific purposes.
6. Carmo's information to the Buyer regarding estimated delivery time is a non-binding estimate. Delivery terms are Ex Works (Incoterms 2020).
7. Unless otherwise agreed, manufacturing of the Prototypes is conditional of Carmo having received payment of the pertaining invoice(s).
8. All prices are stated by Carmo as current prices Ex Works (Incoterms 2020), exclusive of VAT and other applicable duties, taxes, charges, etc. Carmo reserves the right to change prices without prior notice, due to changes in prices of raw materials, wages, taxes, duties, etc. If prices are increased by more than 10 %, the Buyer is entitled to cancel the Order if done in writing within 3 business day after the Buyer was informed of the price increase.
9. If the Buyer fails to pay any invoice on time, Carmo is entitled to (i) charge interest at 2 % per commenced month, (ii) withhold all other deliveries and/or part deliveries, until Buyer has paid all outstanding amounts, and (iii) cancel any outstanding Orders.
10. The Prototypes are only fit for use as prototypes, i.e. they are not fit for e.g. resale, use in any product line as a component, ingredient or the like, or a similar integration in other products or services. Carmo has no responsibility or liability for the Prototypes in any other context than use solely as a prototype in accordance with the Purpose.
11. The design, construction, 3D model and drawings of the moulding tools and the moulding tools themselves, that Carmo uses for the manufacturing of the Prototypes (the "**Tools**") are Carmo's exclusive property. Only the Prototypes will be delivered to the Buyer.
12. Upon written request from the Buyer, Carmo shall within 60 days destroy the Tools.

13. Carmo is entitled to keep the 3D Models and Drawings of the prototype tool(s). Carmo is not entitled to re-produce the prototype tool(s), nor more parts from the tool(s), without Buyer's permission.
14. The Prototypes will be manufactured solely on the basis of the Drawings. Carmo is not responsible for any errors or flaws in the Drawings or mistakes/defects arising from instructions of the Buyer.
15. Any consultation or advice given by Carmo to the Buyer is provided from Carmo's best knowledge, and Carmo shall not be held liable for such consultation or advice.
16. Carmo provides no warranty or promise regarding the Prototypes, and Carmo's manufacturing of the Prototypes are based on a best-effort standard. Specifically, Carmo provides no warranty that the Prototypes can be scaled to any other measurements or proportions than those of the actual Prototypes, or that the Prototypes can be manufactured successfully by another manufacturer, even if the same Drawings are followed.
17. Due to the Purpose, Carmo has no product liability and any laws or regulations on product liability do not apply.
18. Except as otherwise stated in this Agreement, Carmo has no liability for any incidental, indirect or consequential damages, including loss of profits and trading loss, arising out of this Agreement or the Prototypes, including any delays or defects in respect of the Prototypes and including any thirds party claims, recall costs etc. Carmo's liability is in any case absolutely limited to the amount of the invoice(s) pertaining to the relevant Prototypes.
19. Each Party shall keep confidential any information received from the other Party and such confidential information shall not be passed on to third parties.
20. The Agreement and any dispute or claim arising out of it shall be governed by the laws of Denmark, excluding any rules on choice of law. This City Court of Copenhagen shall have exclusive jurisdiction to resolve any such dispute between the Parties arising out of the Agreement.
21. The Agreement has been signed in 2 copies which shall each be deemed to be an original:

Date:
Place:

Date:
Place:

For and on behalf of [Party no. 1]:

For and on behalf of [Party no. 2]:

Name:
Title:

Name:
Title: