

DINEX

General Terms and Conditions of Sales (OEM)

1. GENERAL TERMS AND CONDITIONS OF SALES – OEM

- 1.1 All national and international sales of Products by any Dinex company are done according to the General Terms and Conditions of Sales in this document, unless otherwise explicitly agreed upon in writing by Dinex. Consequently, Dinex does not accept to be bound by the Customer's general terms and conditions of sales.

2. SUPPLY OF PRODUCTS -ORDERS-DELIVERY SCHEDULES

- 2.1 Dinex is obliged to supply Products to Customer as per order confirmations. Once an order has been confirmed by Dinex, the quantities of Products ordered cannot be changed unless a written confirmation from Dinex is given.
- 2.2 If a Delivery Schedule or customer order has been entered into Dinex's system, the quantities of Products may only be changed if this is agreed upon in the Delivery Schedule.
- 2.3 Dinex serves the right to firm all orders eight (8) weeks ahead, unless otherwise has been agreed to in writing with the Customer. see appendix 1. If a shorter lead time and/or firm period is required by the customer, this can be agreed to through a fee/cost.
- 2.4 The customer can adjust the order with an agreed percentage+/- in the flex period of maximum 15%. The flex period is covering four (4) weeks prior to the firm period.
- 2.5 The customer is obligated to provide Dinex with a forecast with a minimum time horizon of 26 weeks. The forecast will act as an input for proactively planning capacity and is non-binding, however the customer undertakes to ensure the reliability of the forecast.
- 2.6 The customer will compensate Dinex for the cost of raw materials and purchased parts if the actual ordered quantity is lower than the forecasted quantity within the binding period, which is covering firm period, flex period and four (4) additional weeks or otherwise specified period agreed between Customer and Dinex.
- 2.7 Dinex servers the right to deny any changes in the ordered quantity within the firm period. If changes are requested they can be accommodated for an added fee to cover additional expenses for Dinex.

3. PRICES AND TERMS OF PAYMENT

- 3.1 The price for the Products shall be as per offer document. The currency and the price validity period can be seen in the offer document.
- 3.2 The Customer shall be responsible for paying all taxes, duties, fees or other charges of any nature, and quoted prices are exclusive VAT and other applicable taxes.
- 3.3 The platinum group metal ("PGM") contents of each catalyst are the nominal against which will be invoiced. PGM prices are subject to revision as detailed in appendix 3 due to fluctuations on PGM on the World markets. Dinex can use so called fixed prices for a period accepted together with our customer.

- 1.1.1 All PGM loaded parts that Dinex handles are charged an additional 5% handling fee on top the cost price.
- 3.4 Dinex reserves the right to set up a price escalation and alu-surcharge model to accommodate fluctuations within currency and changes to steel prices.
- 3.5 In case of price changes in raw material, wages, rates of exchange, taxes or duties, or in case of change in production volumes of Products, for example due to stop of serial production resulting into supplies only to OES (Original Equipment Dinex), the parties will meet in order to discuss a new price.
- 3.6 The payment terms are 30 days net unless otherwise agreed upon in the order confirmation and/or in the Price Agreement.
- 3.7 Payment must take place to the announced bank account of Dinex. No cash payments are accepted.
- 3.8 In the event of a breach of credit terms Dinex reserves the right to:
- (1) charge an interest up to the maximum allowable by law in the relevant jurisdiction. Basis of the calculation is the invoice amount added any accumulated interest and calculated from the date of invoice, and/or
 - (2) charge a reminder fee up to the maximum allowable by law in the relevant jurisdiction, and/or
 - (3) recover all court costs and attorney fees incurred by Dinex in collection of the debt, and/or
 - (4) withhold all other deliveries and/or part deliveries ordered but not effected at the time in question until the Customer has paid all outstanding amounts including interest and costs, and/or
 - (5) cancel any orders not affected, but still outstanding.
- 3.9 The Customer shall not be entitled to set off against any invoices any claims, which the Customer may have against Dinex. If buyer disputes an invoice buyer should notify seller within 15 days.
- 3.10 The offer and price are set according to the EAU and therefore the price will be regulated if the EAU exceeds or falls below the initial estimation.
- 3.11 Pre-financing of customer owned tooling Dinex will accommodate against a fee to cover the interest rate Dinex misses.
- 3.12 In order to remain flexible towards Customer issued changes, Dinex reserves the right to accommodate these customer requests while adding a cost in the form of a service fee referred to as Menu Pricing.
- 4. PACKAGING & ORDER SIZES**
- 4.1 Packaging will be in accordance with Dinex standard.
- 4.2 Customer specific packaging can be accommodated, and a pricing structure will be agreed upon.
- 4.3 MOQ (minimum order quantity) & shipment multiples need to be defined between customer and Dinex, where a purchase commitment will be established to ensure MOQ's and shipment multiples are respected. Non-compliance with MOQ's and/or purchase multiples will result in a fee.
- 5. DELIVERY**
- 5.1 Products are delivered Ex-Works, cf. Incoterms 2010.
- 5.2 The time of delivery is separately agreed upon for each individual order and shall be stated by Dinex on the order confirmation or be obvious from the Delivery Schedule.
- 5.3 Dinex reserves the right to alter the delivery dates, where such alteration is based on circumstances, which Dinex could not reasonably have foreseen. In such case Dinex is obliged to inform the

customer, without any reasonable delay, of the reason for the alteration and of the new estimated date of delivery. Partial shipments may be affected.

- 5.4 Labels & Delivery documentation will be in accordance with the Dinex standard. This includes: Delivery note, Packaging label and Invoice
- 5.5 Dinex agrees to have an on-time delivery performance at 95 %.
- 5.6 Dinex does not keep a safety stock, as the standard practice is make-to-order or make-to-forecast, unless otherwise agreed with the customer and in this case a compensation or fee is added to the cost price. The customer is also agreeing to a purchase commitment on all safety stock.
- 5.7 Dinex standard Incoterms are Ex Works (EXW) from producing plant. If customer wishes to have an additional distribution setup, to ensure closeness of material. This can be negotiated for a% addition to the cost price of items added to inventory in the distribution center.

6. CLAIMS AND LIMITATION OF LIABILITY

- 6.1 The Customer is obliged to examine and sign for the Products upon receipt. Claims for non-delivery or shortages must be made immediately to Dinex on receipt of Products.
- 6.2 In case of lack of conformity of the Products the Customer must give notice to Dinex immediately after the defect has been discovered, but no longer than 24 months after delivery.
- 6.3 Products will only be supplied against formal drawings and specifications.
- 6.4 Where Products are returned and on inspection are found not to be defective, Dinex may charge for conducted inspection and handling.
- 6.5 If Dinex has been duly informed and if the Products were defective at delivery and if Dinex is therefore liable, Dinex shall in its own discretion have the right to elect - without any further liability, including but not limited to payment of damages or reduction of purchase price - to repair or renew defective parts or to replace the delivered Products with a new delivery. Dinex does not cover the costs, if the Customer purchases a replacement item from an alternative source.
- 6.6 Dinex is not liable for any defect due to misuse, alteration or modification, misfitting or any defect occurred after delivery. The Customer shall prove that the relevant maintenance and operating procedures have been complied with.
- 6.7 If repair or replacement, cf. 6.5 above, implies that the Product will have to be dismantled, the Customer shall perform the dismantling and the mounting of the repaired or replaced Product at its own cost.
- 6.8 Dinex shall not be liable for, and therefore expressly disclaims, any remedy, damages or compensation for trading loss, operating loss, loss of profits and similar financial consequential losses or indirect losses, including claims from third parties. Consequently, CISG Art. 74, cf. Art. 45 is deviated from.
- 6.9 To the fullest extent permitted by law, the Customer agrees to limit Dinex' liability for any and all claims, losses, costs and damages of any nature whatsoever, so that the total aggregate liability of Dinex shall not exceed the total purchase sum paid by the Customer for the relevant Products.
- 6.10 Any claim must be put forward to Dinex by e-mail.

7. DEVELOPMENT REQUIREMENTS & PROCESS

All products sold by Dinex can undergo a development process prior to Start of Production of the Product, covering technical, engineering, and laboratory developments resulting in an opportunity to introduce these findings into production.

Prior to any Development work undertaken by Dinex on behalf of a Customer, the following pre-requisites must be full-filled:

- An NOA must be signed by Dinex and the Customer
- The scope of the Development work, along with related Development process responsibilities must be outlined in a RASIC, and agreed to by both Parties.
- A timeline for the Development Process must be prepared, and agreed to by both Parties.

The Dinex Development Process includes, but is not limited to:

- Design development
- Development of design documentation covering, among other things:
 - Scientific and technical (process) documentation
 - Scientific and technical reports, drawings, sketches etc.
- Manufacturing of prototypes
- Prototype testing
- Handover of the Development results
- PPAP

Dinex are entitled to charge Customers with royalties for manufacturing or other uses of product design features covered by Dinex IPR.

IPR for Developments during the Development Process are covered by the NOA that must be signed by both Parties.

The Dinex Development Process is, unless clearly stated otherwise in a signed agreement between the Parties, terminated by a successful PPAP.

Dinex are entitled to charge Customers for changes to the result of the Development Process, if it is required after termination of the Development Process.

Commercial agreements between the Customer and Dinex relating to the Supply Phase are not relevant for the Development Phase, unless clearly stated in a signed Agreement between the Parties.

Use of Dinex owned, developed or sourced property by the Customer or 3rd party during Development phase is at Customer's own risk. In no event including, but not limited to, negligence, shall Dinex, Dinex employees and affiliates be held liable for damages of any kind to Customer or 3rd Party's assets.

In case of discrepancies between agreements of the Parties during the Development Process, the following priority shall apply:

- The NOA undersigned between the Parties
- Any other Agreements between the Parties covering the Development Process
- Appendixes to any other Agreements between the Parties covering the Development Process

Any dispute between The Parties shall be settled in accordance with the agreements of the NOA signed by the Parties.

8. PRODUCT REQUIREMENTS, INTERNATIONAL MARKINGS AND SYMBOLS

8.1 Where any public authority imposes requirements on the Product, the Customer shall immediately inform Dinex of these requirements. Application for any authorities for registration numbers for the Product and any other matters shall be the Customer's sole responsibility and liability. Any additional costs in connection with the production and delivery of the Products as well as any other matters concerning the fulfillment of public requirements and provisions shall be payable by the Customer.

8.2 It is the sole responsibility and liability of the Customer to ensure that all markings and symbols on

the Product comply with any laws and regulations in the Customer's jurisdiction.

9. PRODUCT LIABILITY

9.1 Dinex shall be liable for any damage due to product liability according to the general rules of Danish law which is based on EU Directive 85/374.

9.2 Notwithstanding 8.1 the following specific limitations shall apply:

(1) Dinex shall not be liable for any damage to property caused by the Product after it has been delivered and whilst it is in the possession of the Customer. Nor shall Dinex be liable for any damage to products manufactured by the Customer, or to products of which the Products form part.

(2) If Dinex incurs liability towards any third party for such damage to property as described in 8.2.1, the Customer shall indemnify, defend and hold Dinex harmless.

(3) Dinex shall not be liable for, and therefore expressly disclaims, any remedy, damages or compensation for trading loss, operating loss, loss of profits and similar financial consequential losses or indirect losses, including claims from third parties.

9.3 The limitations in 8.2 shall not apply where Dinex has been guilty of gross negligence.

9.4 Dinex shall enter into and maintain adequate product liability insurance.

10. ELECTRONIC DATA INTERCHANGE (EDI) COMMUNICATION

10.1 When and to the extent EDI is implemented, the parties will apply to the agreed EDI agreement.

11. FORCE MAJEURE

11.1 Dinex cannot be held liable for shortages, lack or delays in delivery caused by war, riots, civil unrest, governmental intervention or intervention by another public authority, fire, machine damage, strike, lockout, export and/or import restrictions, shortage of labor, fuel or any other reason out of the control of Dinex and which causes delay or prevents production or delivery of the Products ordered.

12. INTELLECTUAL PROPERTY RIGHT

12.1 Title to all copyrights, patents, know-how, designs and inventions (whether registered or not) as well as any and all intellectual property rights to products manufactured under this offer or work performed under this offer shall vest in and be the exclusive and absolute property of Dinex.

13. GENERAL

13.1 Should any of the provisions of these General Terms and Conditions of Sales OEM become invalid, this shall not affect the validity of the remaining provisions. Instead of the provision that is or has become null, void or illegal, a valid provision shall be deemed as agreed upon which comes closest to what the parties originally intended.

14. SANCTIONS AND EXPORT CONTROL

14.1 Definitions

14.1.1 In this clause on sanctions and export control, the following terms and expressions shall apply:

(2) "Beneficial Owner" means any company, legal entity or individual (natural person) who directly or indirectly owns or controls another company or legal entity (i) through direct or indirect ownership or control of more than 25% of the shares or voting rights or the ownership interest in the other company or legal entity, or (ii) through direct or indirect control of the other company or legal entity by any other means, including any right to exercise dominant influence or substantial control over

the other company or legal entity, for example under its memorandum or articles of association or an agreement.

- (3) "Dual Use Item" means any item, including any goods, product, software or technology, which can be used for both civilian and military purposes.
- (4) "Employee" means any director, officer or other employee of a party.
- (5) "Export Control" means export or trade control in relation to any Export Control Item.
- (6) "Export Control Item" means any item, including any Dual Use Item and any other goods, product, software, technology or service, which is subject to export or trade control under any applicable law, regulation, rule, decision, resolution, prohibition, restrictive measure or wider measure.
- (7) "Regulation 258/2012" means Regulation (EU) no. 258/2012 of the European Parliament and of the Council of 14 March 2012 implementing Article 10 of the United Nations' Protocol against the illicit manufacturing of and trafficking in firearms, their parts and components and ammunition, supplementing the United Nations Convention against Transnational Organised Crime (UN Firearms Protocol), and establishing export authorisation, and import and transit measures for firearms, their parts and components and ammunition with any subsequent amendments.
- (8) "Regulation 833/2014" means Council Regulation (EU) no. 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine with any subsequent amendments.
- (9) "Sanction" means any economic or trade sanction, embargo or other prohibition or restrictive measure.
- (10) "Sanctions and Export Control Rules" means any law, regulation, rule, decision, resolution, prohibition, restrictive measure or wider measure (i) which relates to the adoption, implementation and/or enforcement of any Sanction or Export Control, and (ii) which is established and/or maintained by any competent authority of the United Nations (UN), the European Union (EU), Denmark, any other member state of the EU, the United Kingdom of Great Britain and Northern Ireland (UK) or the United States of America (USA).
- (11) "Sanctioned Item" means any item, including any goods, product, software or technology, which is subject to any sanction under any applicable law, regulation, rule, decision, resolution, prohibition, restrictive measure or wider measure, including Sanctions and Export Control Rules. "Sanctioned Item" comprises, among others, goods and technology listed in Annexes XI, XX and XXXV to Regulation 833/2014 and common high priority items listed in Annex XL to Regulation 833/2014. "Sanctioned Item" also comprises, among others, firearms and ammunition listed in Annex I to Regulation 258/2012.
- (12) "Transaction" means any transaction, agreement, contract, sale, provision, delivery, export, purchase, receipt, import, transport, use, payment, transfer or financial transaction or activity.

14.2 Compliance with applicable Sanctions and Export Control Rules

- 14.2.1 Each party shall act in accordance with and comply with applicable Sanctions and Export Control Rules in relation to its performance of obligations and activities and exercise of rights under and in relation to any Transaction which is subject to these general terms and conditions of sales.
- 14.2.2 The Parties acknowledge that the Products may be used as components in larger systems or resold as spare parts or consumables, and that this entails a heightened risk of resale, re-export or diversion. The Customer shall take appropriate and reasonable measures to ensure that the Products are not misused, resold or diverted in breach of applicable Sanctions and Export Control Rules. The Customer shall also take appropriate and reasonable measures to ensure that its customers, including any resellers and integrators, do the same.

14.3 Representation and warranties

- 14.3.1 Each party represents and warrants that it, its Employees and all its Beneficial Owners are not a sanctioned or designated entity or individual (person) under applicable Sanctions and Export Control Rules. Each party further represents and warrants that it is not owned or controlled, directly or indirectly, by any sanctioned or designated entity or individual (person) under Sanctions and Export Control Rules, including Article 15a of Council Regulation (EU) No 269/2014. Each party shall immediately notify the other party in writing if its ownership or control structure changes in a way that affects or could affect this warranty. Under Article 15a, a company that is owned or controlled, directly or indirectly, by any sanctioned or designated entity or individual (person) is treated as if it were itself a sanctioned or designated company, and no funds or economic resources may be made available, directly or indirectly, to or for the benefit of such a company.
- 14.3.2 Each party represents and warrants that any Transaction which is subject to these general terms and conditions of sales is in accordance and complies with Sanctions and Export Control Rules.
- 14.3.3 The Customer represents and warrants that it is the end user of the Products, goods, technology and/or services provided by Dinex to the Customer and that its use will be in accordance and comply with Sanctions and Export Control Rules. If the Customer has informed Dinex that another entity or individual (person) than the Customer will be the end user and of its end use, then the Customer shall ensure that the end user does not provide the Products, goods, technology and/or services to any other entity or individual (person). The Customer shall also ensure that the end user does not use the Products, goods, technology and/or services for any other purpose than the stated end use. The Customer shall ensure this by agreeing terms thereon with the end user, obtaining an end user statement thereon from the end user and ensuring the end user's compliance with the agreed terms and the end user statement. If Dinex, acting reasonably, requests it, the customer shall provide evidence of such end-user agreement or statement.
- 14.3.4 The Customer represents and warrants that it will not re-sell, re-supply, re-transfer or re-export to Russia or for use in Russia any Sanctioned Item which has been sold and delivered by Dinex to the Customer.
- 14.4 No re-export to Russia, Belarus or any other jurisdiction which is subject to a re-export prohibition under a Sanctions or Export Control Rule
- 14.4.1 Notwithstanding any other term or conditions of this this clause on sanctions and export control or a Transaction, the Customer shall ensure full and continuous compliance with all the following provisions:
- (1) The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods or services supplied under or in connection with a Transaction that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.
 - (2) The Customer shall not sell, export or re-export, directly or indirectly, to Belarus or for use in Belarus any goods or services supplied under or in connection with a Transaction that fall under the scope of Article 8g of Council Regulation (EU) No 765/2006.
 - (3) The Customer shall not sell, export or re-export, directly or indirectly, to another jurisdiction, or for use in another jurisdiction, any goods or services supplied under or in connection with a Transaction, if such sale, export or re-export to that other jurisdiction fall under any applicable Sanctions or Export Control Rule prohibiting such sale, export or re-export to that other jurisdiction.
 - (4) The Customer shall undertake its best efforts to ensure that the purpose of paragraphs (1)–(3) is not frustrated by any third parties further down the commercial chain, including by possible resellers.
 - (5) The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraphs (1)–(3).
 - (6) Any violation of paragraph (1), (2), (3), (4) or (5) shall constitute a material breach of an essential element of a transaction, and Dinex shall be entitled to seek and apply appropriate remedies,

including but not limited to:

- (i) termination of the Transaction; and
- (ii) a penalty of five (5) % of the total value of the Transaction or the price of the goods or services exported, whichever is higher.

- (7) The Customer shall immediately inform Dinex about any problems in applying paragraph (1), (2), (3), (4) or (5), including any relevant activities by third parties that could frustrate the purpose of paragraphs (1)–(3). The Customer shall make available to Dinex information concerning compliance with the obligations under paragraphs (1), (2), (3), (4) and (5) within two weeks of the simple request of such information.

14.5 Breach, suspension, termination, indemnification and notification

- 14.5.1 A Party may suspend its performance of obligations regarding any Transaction with immediate effect if the Party has reasonable grounds to suspect a breach or a potential breach of this clause on sanctions and export control by the other Party or any party acting directly or indirectly on its behalf.

- 14.5.2 If a party does not perform an obligation or breaches a representation or a warranty under this clause on sanctions and export control (the "Non-Performing Party"), then the other party may terminate, with immediate effect, any Transaction which, directly or indirectly, is related to or affected by the non-performance or breach by giving notice of termination in writing to the Non-Performing Party. The other party may also inform the national authorities of any such breach if this is necessary or relevant under any applicable law, regulation, rule, decision, resolution, prohibition, restrictive measure or wider measure, including Sanctions and Export Control Rules.

- 14.5.3 The Non-Performing Party shall indemnify and hold harmless the other party and its Employees from and against any and all liabilities, losses, damages, costs, expenses, including legal costs and expenses and fees of lawyers, claims, actions and legal proceedings which, directly or indirectly, are caused by or as a result of or suffered or incurred due to the Non-Performing Party's non-performance of an obligation or breach of a representation or a warranty under this clause on sanctions and export control.

15. APPLICABLE LAW AND VENUE

- 15.1 These General Terms and Conditions of Sales OEM shall be interpreted in accordance with and governed by CISG. Any and all disputes relating to or arising in connection with these General Terms and Conditions for Sales OEM which cannot be resolved in accordance with CISG shall be resolved in accordance with Danish law. The parties consent to the exclusive jurisdiction and venue in the Maritime and Commercial Court in the city of Copenhagen, unless Dinex should wish to bring the case before another competent court of law.