

Sales Conditions for Auto-Maskin LLC

1 Validity

These Conditions of Sale apply to all contracts for products or services from Auto-Maskin LLC (hereinafter "Auto-Maskin") unless the parties, by mutual agreement in writing, have expressly agreed to exclude or substitute them.

By placing an order for the products, the Buyer has accepted the application of these Conditions of Sale. However, including or referencing the Buyer's own conditions of sale or similar business terms in the purchase order or similar transaction documentation shall not be binding upon Auto-Maskin.

Auto-Maskin may change the terms herein without notice.

2 Offer

Offers or quotations are valid and binding within the given time limit. The offer or quotation expires 30 days later if no time limit is given. Acceptance of offers, and orders, must always be given in writing by the Buyer within the given time limit of the offer.

3 Prices

Prices are ExWorks Auto-Maskin's warehouse. Prices are based on USD. The conversion rate to any other currency is the exchange rate on the date of order confirmation. Exchange rate fluctuations less than +/- 3 % at the time of invoicing shall not cause any price changes.

4 Delivery and passing of risk (Ex Works)

Delivery terms are Ex Works (Incoterms 2010) unless otherwise expressly confirmed by Auto-Maskin in writing. Delivery has occurred, the payment obligation has been incurred, and the risk passes to the Buyer when the product is ready for delivery or dispatch to the Buyer at Auto-Maskin's premises or another agreed location.

5 Shipment of products

Unless otherwise agreed in writing, loading, dispatch, and shipment costs for the original shipment, as well as all return or repair shipments, are at the Buyer's risk and expense, and Auto-Maskin cannot be held liable for any irregularities, including delays, loss or damage due to the shipment.

Upon written request, Auto-Maskin can help arrange shipping and insurance on behalf of the Buyer and at the Buyer's expense and risk.

6 Delay and right of cancellation

The specified delivery time is provided as a guideline. Auto-Maskin shall notify the Buyer of any substantial delay, the reason for the delay, and if possible, provide a new delivery date.

In the presence of a force majeure event, cf. item 15, the delivery time is extended by the period of time in which the force majeure event lasts. The delivery time is also extended by a period of time corresponding to any delay on behalf of the Buyer.

If Auto-Maskin exceeds the specified delivery time by 3 months or more, the Buyer has the right to cancel the purchase. No compensation or damages is payable if a delivery date is not met.

These provisions apply in place of sections §§ 22-27 and § 29 of the Sale of Goods Act.

7 Buyer's obligation to take delivery, cancellation, etc.

Cancellation, except due to substantial delay as provided for in item 6, requires Auto-Maskin's written consent. In the event of a cancellation, the Buyer will be charged a cancellation/return fee equivalent to 20% of the purchase price of the cancelled product.

8 Retention of products

Auto-Maskin retains ownership of sold products until the invoice is fully paid. The Buyer must not legally dispose of sold products in a way that can damage Auto-Maskin's security.

Checks or other payment instructions are not considered payment until they are fulfilled, cf. sections §§ 3-14 to 3-22 of the Mortgage Act.

9 Installation services

Installation, commissioning and instruction services are not included in the product prices unless expressly stated.

10 Payment instruction

Unless otherwise agreed in writing, the payment terms are 30 days after the invoice date.

A 12% late payment interest is charged on overdue payments. Payment is regarded as timely when it has been credited to Auto-Maskin's account no later than the due date.

11 Complaints

Delivery

The Buyer is obliged to check the products as soon as they are delivered and/or the work once it has been completed.

Any complaints about the delivery must be made in writing to Auto-Maskin after the factors involved in the complaint have been or should have been known, but no later than the 2-year warranty period from the delivery date.

Auto-Maskin's responsibility for defects in the delivery can only be asserted by the original Buyer.

Defects

All complaints shall be made in writing, enclosing full documentation and a description of the defect. The Buyer shall document the existence of a contractual defect.

12 Warranty repairs

Assuming a timely, written, approved complaint, Auto-Maskin has the right to remedy the contractual defect without unreasonable delay. Auto-Maskin determines at its own discretion how the contractual defect shall be remedied, including whether the product shall be repaired or replaced.

Auto-Maskin's obligation extends only to repair or replace the deficient products. Auto-Maskin shall not be liable for expenses in connection with the consequential damages or other expenses incurred by the Buyer in repairing or replacing the deficient products. Buyer shall bear all costs and risks associated with disassembly/assembly, installation, commissioning, etc, as well as shipments and return shipments of repaired or replaced products cf. item 5.

Unless otherwise agreed in writing, the Buyer shall return any replaced defective products or parts to Auto-Maskin at the latest within 10 days after the repair or replacement date. If the products or parts are not returned as specified, any responsibility for Auto-Maskin ceases to exist, and the Buyer will be charged for all costs associated with repairs and/or replacement products and parts.

The Buyer cannot make any claims concerning alleged defects other than the above-mentioned claim for the remedy of defects.

For the avoidance of doubt, Auto-Maskin shall not be liable for such as, but not limited to, errors, defects or damage caused by age, normal wear and tear, use of non-original spare parts, improper or unusual treatment, installation or use outside specifications, overloading, faulty maintenance, or unauthorised repairs or alterations to the products.

13 Repair

For products not under warranty, the Buyer shall pay full repair costs. Shipment will be according to item 5.

If Auto-Maskin's service department determines the product is irreparable, finds no fault, or the service is cancelled, a one-hour service fee will be charged.

14 Traveling costs – workplace requirements

If Auto-Maskin personnel are required to travel to a place designated by Buyer ("Buyer's Premises") to fulfil an obligation to Buyer, Buyer shall pay all reasonable travelling costs, subsistence allowance and accommodation. For time spent travelling, the standard hourly charge will apply, limited to a maximum of 8 hours per 24 hours spent travelling. Auto-Maskin may require that all such expenses be covered in advance.

It is assumed that Auto-Maskin work at Buyer's Premises is performed during normal business hours. Extra costs incurred by Auto-Maskin due to obligatory overtime work or delays for which Auto-Maskin is not responsible shall always be met by the Buyer, as well as when the repair or replacement work is carried out under warranty.

Auto-Maskin personnel are not obligated to commence or carry out work at the Buyer's premises that may involve unnecessary or unacceptable hazards or risks or where the workplace is not fully secure or prepared. The Buyer shall reimburse Auto-Maskin for expenses and losses resulting from the workplace's insecurity or unpreparedness.

15 Cancellation

Except as provided for in item 6, a purchase agreement or agreed service/repair assignment can only be changed or cancelled with the written consent of Auto-Maskin.

The order can be cancelled within 30 days from the invoice/delivery date, provided the product is unopened in its original packaging.

The Buyer will be charged a cancellation/return fee of 20% of the purchase price.

16 Returns

Returns of bought products can only take place with the Auto-Maskin's written consent. The following applies to the return of products:

- Only the Buyer can claim that the goods shall be returned.

- To have a return request processed, the Buyer must include the cause/error symptom, date of order, serial number and the Auto-Maskin's order number.
- Return shipping is at the Buyer's risk and expense (cf. item 5), and credit is based on Auto-Maskin's inventory of the goods received.
- Auto-Maskin's document "Confirmation of Customer Nonconformance" shall be sent along with the products. Please contact Auto-Maskin for this document.
- Products that are not properly marked will not be handled and will be returned at the buyer's cost and risk.

17 Force majeure

Force majeure comprises every obstacle governed by section § 23 of the Sale of Goods Act, both when such obstacles are general and when they impact Auto-Maskin or the plant selected to process the products or services or its subcontractors.

Force majeure also comprises traffic difficulties which impact the seller's assumed mode of transport or road, rejection of large workpieces, reduction in the supply of power, labor conflict, military mobilisation, requisition, confiscation or currency, export, and import restrictions, travel restrictions or dissuasion of travel by the US Department of State or similar institutions, or other events outside the control of Auto-Maskin that Auto-Maskin could not reasonably be expected to take into account at the time of entering into the agreement or to avoid or overcome the consequences of such events.

18 Limitation of liability

Except for the duty to remedy defects cf. item 12, Auto-Maskin is not responsible for claims for compensation, discount or other direct, special, incidental or consequential damages, including but not limited to loss of income, loss of actual or anticipated profits, cash shortages, loss of anticipated savings, lost revenue, loss of sales, loss of goodwill or any consequential loss, including loss resulting from personal injury or death, damage to equipment or property, as well as any costs for repairs of such damages or loss, irrespective of whether the claim is based on breach of warranty, purchase liability or other legal bases.

Any compensation claims arising in connection with the present contract are limited to the direct, documented loss, although never exceeding the invoice value of the work or parts to which the complaint relates, provided there is no other express written agreement. The Buyer must, in all cases, document the losses suffered and that Auto-Maskin is responsible.

19 Completeness

If one or more of the articles in this agreement should be constituted as invalid, it shall not have any effect on the rest of the contract.

20 Legal venue and choice of law

The agreement is subject to United States law, regardless of what else may result from rules regarding choice of law. Galveston County Court is the exclusive legal venue for all claims against Auto-Maskin.

The Buyer accepts the Galveston County Court or other legal venues in the United States selected by Auto-Maskin, as a non-exclusive legal venue for all claims from Auto-Maskin against the Buyer.

Kemah, TX
February 5th, 2025



Jan R. Larsen

Managing Director, Auto-Maskin LLC