

PCSYS A/S GENERAL SALES AND DELIVERY CONDITIONS

GENERAL

The general sales and delivery conditions apply, unless excluded under other provisions, for sale or licensing of all PCSYS products and services (incl. mainly hardware and software products, training, programming, installation, maintenance, construction work, spare parts and repairs – collectively called “the Products”) delivered under these conditions. Additions or changes to these conditions are not legally binding for PCSYS unless otherwise stipulated by a written agreement signed properly by PCSYS’ authorized representative. PCSYS expressly rejects any other conditions printed by the customer on their order form or elsewhere, provided they are different from these sales and delivery conditions or other conditions set out in PCSYS’ written specification, offer and order confirmation.

TERMS OF PAYMENT

Unless otherwise approved by PCSYS in writing, the terms of payment are net fourteen (14) days from invoice date, and any credit granting will require approval from PCSYS. PCSYS reserves the right to suspend further deliveries under this agreement or to take similar precautions if payment is overdue. The buyer is not entitled to make a deduction in payments unless approved by PCSYS beforehand. Interest will be added to due invoice amounts by one percent (1%) per month, however in consideration of the applicable Danish Interest Act rules at all times. Likewise, PCSYS shall have the right to charge a reminder fee of DKK 100,00 (excl. VAT) per reminder.

DELIVERY AND DELIVERY TIME

Delivery will take place ex works according to EXW Incoterms 2010. Indicated delivery times shall be approximate and be on condition of timely receipt of all required information from the customer. Furthermore, PCSYS shall be entitled to postpone the approximate delivery time in accordance with conditions set out in the Force Majeure clause.

OWNERSHIP RESERVATION

PCSYS shall retain ownership of the products, until full payment is received in full. However, the right of ownership of intellectual rights shall remain with PCSYS, in accordance with the Intellectual Rights clause.

INTELLECTUAL RIGHTS

PCSYS shall have the copyright and any other intellectual rights to the provided software or be entitled to sublicense said software on behalf of a third-party. Buyer must observe PCSYS’/third-party’s rights, and buyer shall be liable for disregarding these rights, including unauthorized disclosure of the software to a third-party. Buyer may not break or alter any security codes just like any buyer may not change or remove indications in the software or on the media on which the software is provided pertaining to rights, trademarks etc. Buyer shall be committed to ensure that the software is stored outside of third-party’s reach and that the software does not come into possession of third-party.

WARRANTY

A. Hardware and third-party software: The products are delivered with the warranties offered by the manufacturer or supplier.

B. Software developed by PCSYS: For applications developed by PCSYS, the warranty period shall be 12 months starting from the day of delivery. The warranty obligation shall become void if the delivered software is altered in any way without prior written permission from PCSYS. PCSYS directs attention to the fact that it is not practically possible to manufacture software that can be flawlessly executed in all situations and combinations. Due to considerations concerning quality assurance, any error requested to be remedied during the warranty period should be described including the circumstances under which error occurred and how the error should be fixed. Remedy of application bugs under the warranty shall be carried out by means of issuing software that will fix the bug. During the warranty period, any applications bugs shall be fixed free of charge. Any time spent on installation, testing, transport shall be paid at the current hourly consultancy rate.

C. Services: PCSYS warrants that products in which services are included, including installation and configuration, shall be performed in accordance with industry best practices, regardless of being based on fixed prices or time and material consumption. No other warranty is given in connection with the provided services.

PCSYS WARRANTY LIMITATIONS

Fulfilment of the relevant warranty schemes above shall, by PCSYS’ request, be limited to repair, redelivery or issue of a credit note regarding the change of purchase price for the

concerned products and, according to the circumstances, only after the concerned products are returned with approval from PCSYS. Warranty work and the like shall be conditional on a) PCSYS immediately receiving written notice hereof and b) PCSYS by its inspection being able to determine that any alleged errors are not the result of misuse by way of negligence, improper installation, maintenance, repair, changes of any kind, accidents or unusual degradation or wearing-down of the products or its parts caused by the physical environment or electric or electromagnetic interference in the surroundings. Any expense in connection with transport/shipping will not be covered by the warranty obligation and will be settled in accordance with incurred expenses. Any time spent on on-site replacement, installation, configuration, test and delivery time is not covered by the warranty and will be settled at the applicable consultancy rate.

INSPECTION OBLIGATION

No later than 3 days after delivery, the Buyer will be under an obligation to perform the necessary inspections to determine any defects and inform PCSYS of any observed defects within the same deadline.

WARRANTY LIMITATION FOR DEFECTS

PCSYS disclaims any liability for errors and defects and will not be liable for the provision of additional redelivery or remedy, compensation or damages of any kind in addition to above mentioned warranty obligation. PCSYS shall not guarantee suitability of deliverables for a specific purpose not indicated in the requirement specification. PCSYS shall not be liable for errors and defects to the extent that these are caused by external factors, including other software or products. PCSYS shall not be liable for integration of or interaction with the software and licensee's own equipment and software environment. PCSYS shall accept no liability for the compatibility of the software with new versions, updates etc. of third-party software.

DISCLAIMER FOR PRODUCT LIABILITY

For damaged items intended for commercial use due to their nature, PCSYS shall be liable under below provisions: PCSYS shall only be liable if it is documented that the damage is due to error or negligence on the part of PCSYS or others for which PCSYS are responsible. PCSYS shall not be liable for damage on

products produced by the buyer or on products in which these are included. PCSYS shall not be liable for operating loss, profit loss or other indirect loss. To the extent PCSYS will be made liable for the product in relation to a third-party supplier, the buyer shall be under an obligation to indemnify PCSYS to the same extent as PCSYS' liability shall be limited under this provision. In case of injury caused by the product and in case of damage on items intended for non-commercial use due to their nature, PCSYS shall be liable under product liability law. If a third-party supplier makes claims against any party in relation to any liability under this provision, this party must promptly inform the other hereof.

INFRINGEMENT OF INTELLECTUAL RIGHTS

PCSYS will be committed to conduct any case made against the customer on the basis of a claim that PCSYS' design or structure of the products, which are sold or covered by a license given pursuant to this agreement, infringes patents, copyright or registration of design rights in the country where PCSYS' main place of operations is located. However, the customer shall be under an obligation to inform PCSYS promptly of such claims or legal action in writing, and furthermore a) the customer gives PCSYS the exclusive right to conduct the case or have the overall supervision with the conduct of the case, including making a settlement and b) the customer provides all necessary information and assists in connection with the conduct of the case, all at the expense of PCSYS. Except from any damages due to consequential damages, PCSYS shall pay all costs and damages which are imposed by final verdict or as agreed by PCSYS, and which will be directly associated with such claim. In case of any complaints about infringement of rights, PCSYS' obligation under the agreement shall be fulfilled if PCSYS, at its own discretion and expense, either i) ensures the customer's right to continue the use of the products in question, ii) replaces products with non-infringing products, iii) modifies these products to such an extent that they no longer infringe any rights or iv) takes back any returned products, which are infringing rights, and refunds the purchase prices. Regardless of the above, PCSYS shall not be liable for claims regarding the infringement if such a claim is based on a configuration or modification incorporated into the products on the request of the customer, process application into which customer has

integrated the products, or the application of the products in relation to other equipment or products which have not been delivered by PCSYS. This section relates to PCSYS' total liability with regards to intellectual rights and patent infringement caused by products (including software applications or equipment or products consisting hereof) or as a consequence of PCSYS' operations and shall supersede all other express or implied warranties or conditions concerning the infringement of intellectual rights.

OFFERS

Offers in writing shall be in effect for thirty (30) days from the date of the offer unless otherwise stated. Any verbal offers shall become void on the same day they are made. Offers are subject to any errors in print or writing.

PRICES

Rates and other information available in PCSYS publications (including product catalogues, price lists and other online material) shall be subject to change without notice. The publications in question shall not be considered an offer to sell and will be published exclusively for general information reasons. The customer shall pay or refund PCSYS any expenses in relation to sales, customs duty and other kinds of liabilities, including VAT or similar duties. Products, which consist of services based on the consumption of time and materials, is delivered in accordance with the service prices published by PCSYS (including expenses due to overtime and travel) on the date where the services in question are to be delivered, unless otherwise stated in the written offer or order confirmation from PCSYS.

Service hours invoiced shall include travel time to and from the place of work and the entire period where the representatives of PCSYS will be available for work and also include any waiting time in connection with the execution of the work (regardless of this occurring at the place of work or another place).

MODIFICATIONS

Any modifications requested by the customer, including modifications affecting the special character, scope and delivery of the products, shall be agreed upon in writing and will be subject to PCSYS' prior approval and price adjustment and delivery times and other conditions influenced by this. PCSYS shall under any circumstances reserve the right to reject any modification deemed too dangerous or technically not advisable or which are not in

compliance with normal well-established construction or quality guidance or standards or which are inconsistent with the construction or fabrication capacity of PCSYS.

RETURNED GOODS

Products can only be returned subject to a prior agreement with PCSYS. Products to be returned should be sent in appropriate packaging to avoid damage in transit and should be shipped to an address provided by PCSYS. The shipment containers should be labelled clearly in accordance with the instructions of PCSYS and the customer shall pre-pay for the freight at the shipment.

PCSYS SOFTWARE

Standard software from PCSYS shall include – but not be limited to – amongst other the following products: WMS (Warehouse Management System), TMS (Transport Management System), PM5 (Preventive Maintenance System), CDM (CleverData-Manager), RBE (ReportByEmail) and LPS (Label Print Server).

RIGHT OF USE TO PCSYS SOFTWARE

PCSYS shall provide the licensee with a non-transferable, but exclusive, right of use to the applications/application modules delivered (hereinafter called the software) and the accompanying documentation. The right of use shall only include the licensee's own use of the software and, therefore, the licensee shall not be entitled to transfer the right of use, regardless of this being done by means of sale, lease or lending, etc., or in any way give a third-party access to the use of the software. The right of use shall remain with the licensee (the company) and this also applies in case of any corporate acquisition by means of sale or merger. The right of use shall only apply to the number of unique users for which the licensee acquired the right of use and other licensing limits applicable for each product, for instance the use of selectable single modules. The right of use shall be subject to the licensee paying in full the agreed licensing value, including VAT. Should the licensee default on his/her payments, the right of use shall be void in its entirety and any continued use of the software shall be in violation of PCSYS' rights. In case of an update subscription plan, this shall only be in effect if the update subscription is paid in full. The right to software updates will survive as long as the licensee maintains and pays for PCSYS' mandatory, continuous and total update fee and provided that the agreement is

not terminated according to this agreement, including, amongst other, the section regarding the update subscription.

THE LICENSEE'S CHOICE OF PCSYS SOFTWARE PRODUCT

PCSYS' software could be a standard product used "as is" and PCSYS will under no circumstances be liable when it comes to whether or not the software is fulfilling the requirements and requests of the licensee.

COPYING OF PCSYS SOFTWARE

The licensee shall be allowed to perform any necessary copying to be able to use the software, including installation on licensee equipment. The licensee shall be entitled to copy the software with the purpose of making a backup. The licensee shall not be entitled to create any additional copies, and the allowed above-mentioned copies must not be transferred to any third-party.

Should the licensee transfer IT equipment to a third-party upon which the software is installed, the licensee shall ensure that the software will be deleted prior to handing over the equipment to third-party.

BREACH BY LICENSEE FOR PCSYS SOFTWARE

Should the licensee be in breach of this licensing agreement in relation to the use of PCSYS' software, for instance by infringing PCSYS' copyrights by producing copies in violation of this agreement or transferring copies of the software to third-party or defaulting on payment obligations, the licensee shall be liable for damages according to the general rules of Danish law regarding such cases. In addition to the general rules for damages under Danish law, the licensee shall be under an obligation to pay PCSYS an agreed penalty of DKK 25,000.00 for each separate breach. This shall apply regardless of PCSYS being able to provide evidence of any loss in this connection. These unlawful activities can be stopped by an injunction without providing security for this. Payment of the above-mentioned agreed penalty shall not make the breach lawful. Furthermore, PCSYS can rescind the right of use of the licensee after which the licensee shall no longer be entitled to use the software and the licensee will in this case be under an obligation to delete all copies and versions of the software in question. On forfeiture of the right of use, PCSYS shall be entitled to decide whether or not any future

electronic use of the product should be prohibited.

UPDATE SUBSCRIPTION

The continuous update subscription is invoiced in advance on delivery for one year at a time, hereafter referred to as the subscription period. At all times, the customer shall be able to cancel the update subscriptions by terminating the agreement in writing, serving a 3 (three) month notice prior to the expiry of the subscription period. On the termination of the agreement, the buyer shall be not be refunded for any pre-paid fee for the update agreement for the period after the termination of the agreement. The customer's termination of the update subscription will entail that the customer will be not be entitled to any update of the software after the expiry of the customer's notice period. Should the customer request an update of the software at a later point in time, an update fee equivalent to the period for which the update subscription were not paid, shall be paid.

FORCE MAJEURE

PCSYS shall not be liable for any loss, damage or delay due to the lack of execution of its obligations under this agreement due to events of which they have have no control, including in particular unavoidable events or actions made by the customer or civil or military authorities, fire, strikes, flooding, epidemic, quarantine restrictions, war, riots, transport delays or transport embargo. In case of such delay, the fulfilment dates of PCSYS is postponed by the time that would be deemed reasonable for remedying the delay.

APPLICABLE LAW AND VENUE

This agreement and all disputes that may arise in relation to this, shall be subject to the legislation at the location of PCSYS' main office and shall be interpreted in accordance herewith. The courts of the country or the jurisdiction of the main office of PCSYS shall have exclusive jurisdiction to decide in cases in this connection, however, the provisions of United Nations Convention on Contracts for the International Sale of Goods from 1980 are expressly excluded here from. Should one or more provisions in this agreement be deemed wholly or partly void subject to applicable law, the remaining part of the agreement shall not be affected by this.