

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY FOR DAN-ISO A/S

### 1. APPLICATION

The below terms and conditions of sale and delivery shall apply between the parties unless derogated from in a written agreement.

### 2. QUOTATIONS

Unless otherwise stated, quotations made by DAN-ISO shall apply for 14 days from the date of quotation.

### 3. ORDERS

Any order shall be confirmed by DAN-ISO in order that a binding agreement on deliveries is regarded as entered into. Confirmations can be made by e-mail, fax or by a written order confirmation. The order shall be delivered at a confirmed price subject to price increases due to changes of trade conditions, public fees, exchange rates, raw material supplies, etc. beyond the control of DAN-ISO. Cancellation of orders shall only be accepted according to agreement and only against payment of DAN-ISO's loss, including loss of profit. Photo material, dimensional sketches and other contents in brochures, description of products, catalogues, circulars, etc. are approximate indications and subject to confirmation. Upon execution of the order, DAN-ISO reserves the right to make any change which is considered technically necessary. The order will be manufactured and delivered in accordance with Danish standards and regulations, unless otherwise agreed upon and specifically mentioned in the order confirmation. No agent, reseller or distributor shall be authorised to make changes or additions to any order confirmation or contract, and DAN-ISO shall not be liable for this, unless there is a written permission from DAN-ISO.

### 4. TERMS OF DELIVERY

Unless otherwise agreed upon in writing, the deliveries are sold ex works (EXW) cf. Incoterms 2000.

### 5. PAYMENT

In the event of payment later than the date of payment agreed upon, interest of 1.5 % per month or fraction of a month will be calculated and added to the outstanding amount at the beginning of each month.

### 6. OWNERSHIP

The title to the delivered goods shall remain with DAN-ISO's, until the full purchase price with all extra payments and interest has been paid. The purchase is obliged to insure the order at a total replacement value from the date of delivery until full payment has taken place.

### 7. LIABILITY FOR DEFECTS

If the delivery is found to be defective, the purchaser is liable to complain about this within eight days. If a complaint is not made or if the purchaser complains too late, the purchaser shall lose access to sustain a claim on account of the defect. DAN-ISO is entitled to remedy defects, if remedial action can take place within reasonable time.

### 8. PRODUCT LIABILITY

In connection with product liability DAN-ISO is liable in accordance with the provisions of the Danish Product Liability Act, which cannot be derogated from in an agreement. DAN-ISO renounces the product liability on any other basis. The amount of the product liability can not exceed the cover of DAN-ISO's product liability insurance. The purchaser is obliged to notify DAN-ISO in writing without undue delay, if a product liability claim has arisen or if there is a risk that such a claim will arise. In so far as liability to a third party is imposed on DAN-ISO, the purchaser is obliged to indemnify DAN-ISO to the same extent as DAN-ISO's liability is limited in accordance with this clause.

### 9. DISPUTES

Any disagreement or dispute between the understanding or the scope of these terms and conditions of sale and delivery shall be settled in Denmark at the ordinary courts according to Danish law. The legal venue is Aalborg. The applicable law is Danish and the legal language is Danish. The purchaser is obliged to be sued at the court which hears the claim for damages made by a third party against DAN-ISO regarding product liability.

Haubro, 11 August 2008