

Standard Terms and Conditions of Purchase for Daniamant

1 GENERAL CONDITIONS

- 1.1 These Standard Terms and Conditions of Purchase (“Conditions”) shall apply to Daniamant A/S and Daniamant Ltd’s (“Daniamant”) purchase of the Product.
- 1.2 “Contract” means agreement entered into between Daniamant and the Supplier regarding the Daniamant’s purchase of the Product based on the Order;
- 1.3 “Order” means the written instruction placed by Daniamant for the supply of Product;
- 1.4 “Product” means any product agreed in the Contract to be bought by Daniamant from the Supplier; and
- 1.5 “Supplier” means the person, legal entity or company who sells the Products to Daniamant.
- 1.6 Neither Daniamant nor the Supplier shall be bound by any terms other than those contained in these Conditions or those agreed by both parties in writing. Wherever these Conditions use the term “in writing”, this shall mean by document signed by the parties, or by letter, fax, and electronic mail and by such other means as agreed by the parties.
- 1.7 These Conditions shall have precedence over any conditions appearing on any acceptance form, delivery form or other document or letter from the Supplier. Such conditions shall have no effect whatsoever except in so far as they confirm the terms and conditions of the Order, Contract or these Conditions.

2 ACCEPTANCE OF ORDER

- 2.1 The Order and all its conditions must be accepted in writing within seven (7) days from receipt showing the price of the Product and the date of delivery. Where price and delivery date have not been previously specified, Daniamant reserves the right to cancel the Order forthwith and terminate the Contract without any liability whatsoever.
- 2.2 Daniamant also reserves the right to cancel the Order in part or in whole should there be any variations in the acceptance of the Order regarding date of delivery, quantity or quality or any other material variation in the type of Product.

3 PRICE AND PAYMENT

- 3.1 Prices chargeable for the Product under the Contract shall not exceed prices charged by the Supplier for the same or similar Product to any other buyer. Price revision for further quantities of the Product shall be in accordance with a formula agreed between Daniamant and the Supplier.
- 3.2 The price of the Product shall be stated in the Contract and unless otherwise agreed in writing shall be exclusive of value added tax but inclusive of all other charges.
- 3.3 No variation in the price or extra charges shall be accepted by Daniamant and the Supplier is not entitled to any additional fees or other compensation in connection with the Contract unless accepted in writing by Daniamant.

- 3.4 Invoices shall contain quoting order number, consignment quantity and release note number and be forwarded to Daniamant immediately after dispatch of the Product. Payment will be made against the Supplier's monthly account statement at the end of the month following receipt of the Product but time of payment shall not be of the essence.
- 3.5 The Supplier is not entitled to suspend deliveries of the Product as a result of any sums being outstanding.
- 3.6 Daniamant reserves the right to set off, deduct or withhold payment owed to the Supplier against obligations or pending remedies of the Supplier.

4 DELIVERY

- 4.1 All Products must be properly packed and clearly labelled in accordance with Daniamant's delivery instructions and be delivered in accordance with the delivery terms and to the address shown on the Purchase Order. In the absence of any special arrangements, the Product must be delivered within the normal business hours of Daniamant.
- 4.2 The Product shall be delivered at the time specified in the Order, and time of delivery shall be of the essence.
- 4.3 The Product ordered must be supplied exactly in accordance with the Order and any specification, drawing, process instruction or procedure defined therein. No variation from the requirements shall be permitted without the prior written approval of Daniamant.
- 4.4 The Supplier may not sub-contract the Contract or any part thereof to any third party without Daniamant's prior approval in writing.

5 TITLE AND RISK

- 5.1 Title to and risk of loss of and damage to the Product shall pass to Daniamant when the Product has been delivered and offloaded at the destination specified in the Order, cf. clause 4.1.
- 5.2 In the event of any Product being lost or damaged in transit the Supplier shall repair or replace such Product at his expense and delivery shall not be deemed to have taken place until the repaired or replacement Product has been delivered.

6 DELAY

- 6.1 If the Product is not delivered on the due date, Daniamant reserves the right to:
 - 6.1.1 cancel the Contract in whole or in part;
 - 6.1.2 refuse to accept any subsequent delivery of the Product which the Supplier attempts to make;
 - 6.1.3 recover from the Supplier any expenditure reasonably incurred by Daniamant in obtaining a substitute product from another supplier; and

- 6.1.4 claim damages for any additional costs, loss or expenses incurred by Daniamant which are in any way attributable to the Supplier's failure to deliver the Product on the due date.
- 6.2 Any Product rejected shall not be considered as having been delivered under the Contract.
- 6.3 Where Daniamant agrees in writing to accept delivery by instalments, the Contract shall be construed as a single contract in respect of each single delivery. Nevertheless, failure by the Supplier to deliver any one instalment shall entitle Daniamant at its option to treat the whole Contract as rejected.
- 6.4 Daniamant shall not be deemed to have accepted the Product until Daniamant has had 7 days to inspect the Product following delivery. Daniamant shall also have the right to reject the Product for a period of 30 days after any latent defects in the Product have become apparent.

7 CHANGE OF ORDER

- 7.1 Daniamant reserves the right (without any compensation to the Supplier) to postpone the date stipulated in an Order for the delivery of all or some of the ordered Products (suspension). The maximum suspension period per Order shall be 120 days.
- 7.2 Daniamant may change or cancel an Order in whole or in part. In such case, Daniamant shall reimburse the Supplier for its reasonable actual proven expenses incurred by the Supplier which are directly related to the change or cancellation of the Order. The Supplier shall provide sufficient documentation for expenses for which the Supplier claims reimbursement.

8 PACKAGING

- 8.1 Daniamant shall not be liable to pay for any packaging or containers in which the Product is delivered. If requested by the Supplier, Daniamant will return any such packaging or containers at the Supplier's risk and expense.

9 INSPECTION

- 9.1 Where the Products are being made to Daniamant's design, drawings or specifications, or work or tests are being carried out pursuant to Daniamant's requirements then, where reasonable notice has been given, any accredited representatives of Daniamant shall be admitted to the Supplier's premises to inspect any materials, processes, parts in manufacture, completed items or test procedures. The Supplier shall when requested as soon as practicable, modify any process etc. at the request of Daniamant where they are not fully compliant with Daniamant's requirements.
- 9.2 If following of such inspection or testing Daniamant reasonably assesses that the Products do not comply or are unlikely to comply with the Order or to any specifications and/or patterns provided by Daniamant to the Supplier, Daniamant shall inform the Supplier, and the Supplier shall immediately take such action as is necessary to ensure compliance and in addition Daniamant shall have the right to require and witness further testing and inspection.

10 QUALITY

- 10.1 The Supplier agrees that the Supplier and its employees, agents or sub-contractors are properly licensed if and as required by applicable law and have the experience necessary to deliver the Products required of it in the Contract.
- 10.2 The Supplier warrants to Daniamant that Products supplied under the Contract shall perform without defect for a period of one year from first operational use when used as intended and shall:
- 10.2.1 comply with the specifications, drawings and other descriptions supplied or adopted by Daniamant;
- 10.2.2 be of good workmanship and free from defects (including latent defects) in design and materials;
- 10.2.3 be fit for the purpose for which they are intended.
- 10.3 At its expense, including without limitation costs of removal, packing, transportation and re-installation, the Supplier shall promptly repair or replace any Product furnished to Daniamant which becomes defective within the warranty period or which otherwise fail to comply with the requirements of the Contract.
- 10.4 The Supplier will at any time be liable for the cost of repairs made by Daniamant to correct any failure to meet the warranty in Clause 10.2 when the Supplier has been given notice of such failure and thereafter has failed to take prompt and effective action.
- 10.5 The Supplier shall be liable for damages resulting from failure of the foregoing warranty. The above warranties are in addition to all other warranties made expressly or impliedly by the Supplier or under the applicable law.
- 10.6 Daniamant's rights under these Conditions are in addition to any statutory rights in favour of Daniamant under the applicable law.

11 OWNERSHIP AND USE OF TOOLS AND DOCUMENTATION

- 11.1 All Daniamant specifications, drawings, jigs, tools and samples associated with the Contract will remain at all times the property of Daniamant and must be returned in good condition carriage paid up on completion of the Contract or at another point in time agreed in writing between the parties. Whilst under the control of the Supplier, he shall be responsible for them and shall indemnify Daniamant for their loss or damage except for wear and tear whilst being used for performance under the Contract.
- 11.2 Documents provided by Daniamant are confidential and must be treated as such whilst at the Supplier's premises and used only for the purpose of the Contract, cf. Clause 15. Such documentation not be copied or communicated to any other party without Daniamant's express prior approval in writing.

11.3 Daniamant has the irrevocable, unrestricted right to use all specifications, drawings or other documents and materials made available by the Supplier to Daniamant pursuant to and for purposes of the Contract.

12 DEFECTS

12.1 Without prejudice to any other right or remedy which Daniamant may have, if a Product is defective in any way, Daniamant shall be entitled to:

12.1.1 to terminate the Order or Contract in whole or in part;

12.1.2 to reject the Product in whole or in part and return it to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Product so returned shall be paid forthwith by the Supplier;

12.1.3 at Daniamant's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Product or to supply a replacement Product and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;

12.1.4 to refuse to accept any further deliveries of the Product; and

12.1.5 to claim such damages as Daniamant may have incurred as a consequence of the Supplier's breach or breaches of the Contract.

12.2 Products returned to Supplier for servicing, refurbishment and repair or life extension for re-use by Daniamant shall be expeditiously processed by the Supplier. In the event that the Product cannot be processed for re-use within eight (8) weeks from receipt at the Supplier's premises, the Supplier shall be obliged to provide free-of-charge replacement Product until such time as the non-returned Product is made available by the Supplier for use by Daniamant.

13 INDEMNITIES

13.1 The Supplier shall indemnify Daniamant from any loss, damages or injury to any person or to any property, as well as all direct, indirect or consequential damages and hold Daniamant harmless against all actions suits, claims, demands, costs, charges and expenses arising in connection with the Product or work carried out under the Contract due to:

13.1.1 any delay in delivery of the Products,

13.1.2 defective design (other than a design made specifically to Daniamant's instructions), defective materials, defective workmanship or the supply of a defective product;

13.1.3 the negligence or wilful act of the Supplier or its employees, agents or sub-contractors; or

13.1.4 any infringement of third party intellectual property rights caused by the Products except where Daniamant requires the Product to be made to its own specifications. In the event of any claim being made or action brought against Daniamant arising from such matters the Supplier shall be promptly notified thereof and may at his own expense conduct all

negotiations for the settlement of the claim or action. If any Product shall be enjoined from use, the Supplier will at its own expense either procure for Daniamant the right to use or sell the Product free of any liability for patent infringement or replace the Product with a non-infringing substitute otherwise complying with all the requirements of the Contract.

14 INTELLECTUAL PROPERTY RIGHTS

14.1 In so far as any work to be performed by the Supplier under the Contract may consist of intellectual property rights including possible designs, patent rights, utility model rights, trademarks, trade names, copyrights, drawings and know-how of Daniamant such intellectual property rights shall belong to Daniamant and the same shall not be used except for the purposes of the Contract, nor copied or disclosed to any other person without Daniamant's consent. All copies and other records delineating or recording of such intellectual property rights shall likewise become the property of Daniamant and shall be handed to Daniamant immediately on completion of the Contract.

15 CONFIDENTIALITY

15.1 The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by Daniamant or its agents and any other confidential information concerning Daniamant's business or its products which the Supplier may obtain and the Supplier shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Suppliers obligations to Daniamant and shall ensure that employees, agents or subcontractors are subject to like obligations of confidentiality as bind the Supplier.

16 FORCE MAJEURE

16.1 Either party shall be entitled to suspend performance of its obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: industrial disputes and any other circumstances beyond the control of the parties such as fire, war, extensive military mobilizations, insurrection, requisition, seizure, embargo, restrictions in the use of power and defects or delays in deliveries by subcontractors caused by any such circumstances referred to in this Clause.

A circumstance referred to in this Clause whether occurring prior to or after the formation of the Contract shall give a right to suspension only if its effect on the performance of the contract could not be foreseen at the time of the formation of the contract.

16.2 The party claiming to be affected by force majeure shall notify the other party in writing without delay on the intervention and on the cessation of such circumstances.

17 REGULATION AND PROTOCOLS

17.1 The Products shall comply with any health and safety at work regulations.

17.2 The Supplier shall provide upon acceptance of the Order a list of those substances contained in the Product, or in its packaging, and listed in the list of substances that deplete the ozone layer and which are to be controlled under the Montreal Protocol or confirm a

nil return as may be applicable. The list of substances will be provided upon request if not already held by the Supplier.

18 ASSIGNMENT AND WAIVER

18.1 The Supplier shall not be entitled to assign the Contract or any part thereof without the prior written consent of Daniamant.

18.2 Daniamant may assign the Contract or any part thereof to any person, firm or company.

18.3 Any failure of either party to enforce any provision of this Contract shall not constitute a waiver of such provision at any subsequent time.

19 RIGHTS OF THIRD PARTIES

19.1 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts by any person that is not a party to it.

20 DISPUTES AND APPLICABLE LAW

20.1 Any dispute arising out of or in connection with these Conditions, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administered by the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced.

20.2 These Conditions shall be governed exclusively by Danish law without regard to any provision on the choice of law.