

General Terms and Conditions of Sale

ACCOFLUOR A/S, CVR-Nr. 28870493, Topstykke 23, 3460 Birkerød

1. Application

These terms and conditions together with ACCOFLUOR A/S' ("AF") offer and order confirmations constitute the total contractual basis for the sale and delivery of products, spare parts and ancillary services to the customer (the "Contractual Basis"), unless otherwise agreed in writing.

The customer's purchasing conditions printed on orders or otherwise communicated to AF do not form part of the contractual basis.

2. Price, quote and order confirmations

The prices for products, spare parts and ancillary services shall be those set forth in AF's applicable price list at the time of confirming the customer's order, unless the parties have agreed otherwise in writing. All prices are exclusive of taxes, impositions and other charges, including, but not limited to, sales, use, excise, value added, and similar taxes or charges imposed by any government authority.

All offers are valid for 14 days from the date of the offer, unless otherwise stated in the offer. Acceptance of offers received by AF after expiry of the 14 days period shall not bind AF unless the customer is notified to the contrary by AF.

AF strives to send order confirmation or rejection of an order for products, spare parts or related services to the customer in writing within 3 working days of receipt of the order. Confirmations and refusals of orders must be in writing in order to bind AF.

AF reserves the right to reject orders below DKK 850 per line.

The customer cannot change a given order for products, spare parts or ancillary services without AF's written consent.

If AF's confirmation of an order for products, spare parts or related services does not comply with the customer's order or the contractual basis and the customer does not wish to accept the conflicting terms, the customer must notify AF in writing at the latest 24 hours after receipt of the order confirmation. Otherwise, the customer is bound by the order confirmation.

Information on product information, including prices, drawings, specifications etc., as well as other details in AF's catalogues, advertisements, promotional material or similar, including the website of AF, shall not be legally binding and solely be considered as indicative.

Unless otherwise agreed, AF's products are produced in accordance with ISO 2768.

AF does not warrant or guarantee that the products are suitable for the customer's needs/use or that the product has special characteristics. The customer is responsible for ensuring that the product is suitable for the customer's needs/use or that the product has special characteristics.

3. Delivery

3.1 Passing of risk

All deliveries of products shall be Ex Works, Topstykke 21-23, 3460 Birkerød.

The risk of loss of or damage to the goods shall pass to the customer in accordance with the agreed delivery terms. This applies regardless of whether AF has undertaken to pay the delivery costs in accordance with Section 3.2.

Title to goods delivered shall remain vested with AF and shall not pass to the customer until the goods have been paid for in full, including interest and costs.

3.2 Shipping Costs

The customer pays all shipping costs including insurance.

Subject to prior written agreement AF may undertake to pay parts of applicable shipping costs. Such an agreement shall appear on the order confirmation in order to bind AF.

3.3 Partly deliveries

AF reserves the right to make partly deliveries. It is the customer's responsibility to cover any additional delivery costs associated with the partly delivery.

3.4 Delivery margins

For production reasons, AF reserves the right to supply a number of goods which deviate from the agreed quantity by up to 10%.

3.5 Delivery time

The time of delivery is shown on the order confirmation

3.6 Packaging

AF is responsible for ensuring that the goods are adequately packaged at the time of delivery.

The cost of any special packaging rests with the customer after AF's assessment.

4. Payment

4.1 Payment terms

Payment for products shall be made within 14 days of the date of invoice without offset or deduction, unless otherwise agreed in writing.

4.2 Delayed payment

If the customer does not pay in due time, AF will charge interest from the due date to the date of payment at the rate of 3% per month.

If the customer fails to pay a due invoice for products, spare parts or ancillary services within 14 days after receipt of written claim for payment from AF, AF has the right, in addition to interest under this clause 4.2, to: (i) terminate the sale of the products, spare parts and/or ancillary services for which the delay relates, (ii) terminate the sale of products, spare parts and/or related services that have not yet been delivered to the customer, or require a prepayment, and/or (iii) make other remedies available to AF.

4.3 Set-off and suspension of performance

The customer is not entitled to set-off any counterclaim in the purchase price or to withhold any part of the purchase price due to counterclaims of any kind.

If the customer does not pay in due time, AF may suspend the performance of on-going orders and the material provided by the customer until the receipt of full payment of any claim.

5. Breach

5.1 Non-conformity

5.1.1 AF's responsibility

AF is only responsible for defective goods if the deficiencies are caused by gross negligent or intentional acts or omissions on part on AF.

5.1.2 Customer's inspection and notice

The customer is obliged to promptly carry out inspection of the goods and to carry out thorough inspection of these before they are put into use.

If the customer ascertains or should find that the goods are suffering from a defect, the customer shall be obliged to give written notice thereof immediately after the defect is or should have been ascertained and no later than 8 days after the delivery has taken place. If a defect that the customer discovers or should have discovered is not communicated in writing to AF within 8 days after delivery, it may not be invoked later.

The customer must provide AF with information of an error or defect which is requested and must, if requested, return the product concerned.

It is the customer who has the burden of proving that the defect relied on by the customer in respect of the products, spare parts or ancillary services was present at the time of delivery to the customer, as set out in the annex. Section 3.1. In the absence of a deficiency for which the person is responsible, is entitled to compensation for the work and the costs incurred BY the complaint.

5.1.3 Remedies for breach in case of defects

5.1.3.1 Repair or replacement

Upon reasoned and timely complaint, it shall, at its sole discretion, undertake, within a reasonable time, to carry out the replacement or to remedy the defect, if the liability of the Section 5.1.1

In the event of offering remedies for the defect or replacement, the customer is not entitled to assert any other remedies. No liability for any delay resulting from the remedy or exchange. Any shipment in connection with remediation or exchange takes place at the customer's expense and risk.

5.1.3.2 Proportional Refusal

If the judge considers that the remedy cannot be remedied, the customer is entitled to a proportional reduction in the price. The refusal shall be based on the ratio of the value of the defective product to a non-total product and may not exceed 15% of the purchase price of the product concerned.

5.1.3.3 Repeal

If AF is responsible for the deficiency referred to in Section 5.1.1 and the defect is not due to one of the conditions mentioned in paragraphs 5.4, 5.5 or 8, and that the deficiency is significant and has not remedied the deficiency set out in the annex. 4.1.3.1, the customer may, by written request, require that no-charge delivery takes place within 14 days. If there is no shortage OF supply within that period, the customer is entitled to withdraw the purchase by written order.

The delivery of up to 10% of the number of goods less than the agreed, does not constitute a default. PK. 3.4.

5.1.3.4 replacement

If AF is responsible for the deficiency referred to in Section 5.1.1 and the defect is not due to one of the conditions mentioned in paragraphs 4.4, 4.5 or 8 and the customer chooses to withdraw the purchase cf. 5.1.3.3, the customer may claim compensation for his loss in accordance with Danish law, subject to the limitations set out in paragraphs 5.4, 5.5 and 8. However, the obligation of the AF to pay compensation may in no case exceed 15% of the purchase price of the defective product. In addition, the customer is not entitled to any other compensation or compensation.

5.2 Delay

5.2.1 AF's responsibility

AF is solely responsible for the delay if the delay is attributable to acts or exceptions attributable to them as grossly negligent or intentional.

5.2.2 Remedies for breach in case of delay

5.2.2.1 Termination

If AF is responsible for the delay referred to in Section 5.2.1 and the delay is not due to one of the conditions mentioned in paragraphs 5.4, 5.5 or 8, the customer may require the delivery to take place within 14 days by written request. If the delivery does not take place within this period, the customer is entitled to terminate the agreement. The customer is not entitled to claim any other remedies in the period after the claim.

5.2.2.2 Damages

If AF is responsible for the delay referred to in Section 5.2.1 and the delay is not due to one of the conditions mentioned in paragraphs 5.4, 5.5 or 8 and the customer chooses to withdraw the purchase cf. 5.2.2.1, the customer may claim damages from AF in accordance with Danish law, subject to the limitations set out in paragraphs 5.4, 5.5 and 8.

5.3 Force majeure

AF shall be excused from any delay or failure in performance if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to strike, lock-outs any other circumstance beyond the parties' control such as labour disputes, strike, lock-out and any other circumstance to which the parties have no control, such as fire, war, mobilisation or military calls of a similar magnitude, request, seizure, foreign exchange restrictions, insurgency and unrest, lack of means of transport, general scarcity of goods, restrictions on driving force, and deficiencies in or Delays in deliveries from subcontractors due to any of the circumstances mentioned in this paragraph.

It shall be the responsibility of the party wishing to invoke a ground for force majeure without undue delay in writing to inform the other party of its occurrence and termination.

In case of force majeure, the customer shall cover the costs incurred by AF in securing and protecting the goods.

Notwithstanding the terms and conditions of sale and delivery, the party not affected by force majeure may terminate the contract by written notification to the other party, provided that the performance of the contract is prevented for more than six months by one of the abovementioned events.

5.4 Limitation of liability

Alteration of or interference with the product sold without AF's written consent shall relieve AF from any obligation in relation to the product.

If the customer has not notified AF within 12 months of the day of delivery, see paragraph 3.1, of lack of conformity, the customer has forfeited any rights in relation to the alleged defects.

Where the goods are used more intensively than agreed or may be considered to be provided at the conclusion of the contract, the liability period of AF shall be shortened proportionately.

5.4.1 Maintenance

AF is not obligated to rectify defects due to faulty maintenance or improper installation by the customer in violation of AF's instructions or changes carried out without AF's approval or repairs that the customer has obtained in a wrong way. AF is also not required to repair normal wear, deterioration or damage resulting from unusual use or harm.

5.4.2 Indirect losses

AF shall under no circumstances be liable for any loss of profit or any other indirect or consequential damages, including the payment of claims or payments of other fines.

6. Product liability

For product liability, the applicable rules in Danish law apply with the limitations of liability arising from these Terms and Conditions of Sale.

AF may only incur liability for personal injury caused by a product if it can be proved that the damage is a consequence of the omission or negligence of the AF or others for whom it is responsible.

AF is not liable for any damage to real estate or movable property caused by a product after delivery has been made. AF is also not liable for any damage to products manufactured by or stored in the customer's or on the customer's products in which one of AF's products is included.

AF shall under no circumstances be liable for any loss of business, loss of profit or other indirect or consequential damages, including the payment of any other penalty or payment of other fines, on the grounds that AF has supplied a defective product to the customer.

To the extent that the liability of the product is imposed on third parties, the customer is obligated to indemnify the same extent that the liability of the AF is limited in accordance with the above provisions.

If a third-party claims against AF's customer for liability under the product liability rules, the customer must immediately inform AF hereof.

The customer is required, upon request, to be sued in the same court, which treats the claims for damages which have been raised against the basis of damage allegedly caused by the goods.

The relationship between the customer and AF is governed by Danish law.

7. Drawings, other technical documents, tools and test instruments.

All drawings, other technical documents, tools and test instruments relating to the products or their manufacture which, before or after the conclusion of the agreement, are supplied by one party to the other, are the property of the party which supplied them. Drawings, other technical documents or technical information may not, without the consent of the other party, be used for purposes other than those for which the transfer was made.

Without the consent of the other party, the said material shall not be copied, reproduced, surrendered or otherwise brought to the knowledge of third parties, unless it is necessary for the provision of its service to the client.

The customer shall withhold from if the material provided by the customer is used in violation of any third party's intellectual property rights in the material.

8. Customer's own material

8.1 Storage

The customer is responsible for the loss or damage of material that the customer has surrendered to AF for the purposes of use in production, unless it can be demonstrated that AF acts or omissions has shown gross negligence or intent in relation to storage of the material.

8.2 Usability of material

If AF considers that the customer's own material cannot be used for the intended production, AF shall not be obliged to reimburse the customer for the material used in the course of started production or test production.

AF is not obliged to use AF's own material if the customer's own material cannot be used for the intended production.

9. Changes

9.1 AF Reserves the right to change these Terms and Conditions of Sale.

10. Venue and governing law

10.1 Venue

Any dispute between the parties arising out of or in connection with these Terms and Conditions of Sale, which cannot be resolved amicably, shall be brought before the court in Lyngby, Denmark.

10.2 Governing law

Any dispute between the parties shall be governed by the substantive laws of Denmark disregarding United Nations Convention on Contracts for the International Sales of Goods (CISG).