

NetNordic Denmark A/S

Terms of sale and delivery

The following general terms shall apply unless otherwise agreed in writing between the parties.

1 Definitions

NetNordic Denmark A/S: Hereafter NEN

Goods delivered: means delivery of products and any installation thereof. These terms shall not apply to installation without the simultaneous sale of products. If under the agreement the order is to be taken over in separate parts presumed to be used independently of each other, these terms of sale and delivery shall apply to each individual part. In such cases, goods delivered shall mean each individual part. Normal working hours: Monday to Friday between 8:15 a.m. and 4.15 p.m.

2 Prices

All prices stated are excluding VAT and any government taxes. Prices are quoted subject to changes in public taxes, costs of material, wage bills, currency matters and other business conditions. For goods sold installed, the price quoted implies that installation can be carried out within normal working hours. If the buyer desires installation to be carried out outside normal working hours, he shall, in addition to current normal rates, pay the extra payroll costs, travelling expenses and any subsistence allowances incurred in this connection.

3 Delivery and forwarding

3.1 Delivery

Delivery of goods shall be ex works (cf. Inco terms 2000). Where goods are forwarded direct from a foreign supplier to the buyer, transport costs shall be calculated from the Danish border. Forwarding shall be at the buyer's risk. The buyer shall take out any transport insurance. No claims for damages as a result of non-delivery or late delivery caused by the transport company shall be advanced against SEN. For orders of less than DKK 1,000.00 excluding VAT, a dispatch charge of DKK 300.00 will be charged.

3.2 Installation

If goods delivered include installation, the following terms shall apply: Goods delivered including installation comprise the standard components needed for carrying out installation. The buyer shall arrange for and pay any costs of the supply of electricity, water, compressed air and air conditioning as agreed before the installation is initiated. Building or construction works and goods needed

for the installation, including repairs, shall be for the buyer's account and risk.

3.3 Handing over

In the event that the parties have agreed to hold a handing over meeting, the buyer shall be deemed to have taken delivery of the goods in the condition required by the contract if the buyer does not call a handing over meeting to be held within four weeks after NEN has requested such meeting to be held. In the event that the goods delivered are put into service before a handing over meeting has been held, the responsibility for operating and maintaining the parts put into service shall pass to the buyer and the obligation to remedy any defects in such parts shall be counted from the time when the parts were put into service. In the event that the buyer cannot/will not take delivery of the goods at the agreed time of delivery, the transfer of the risk shall take place at this time, and the buyer shall arrange for adequate storage and necessary insurance for his own account.

4 Travel and Accommodation

NENs travel and accommodation, including travel time, is not a part of the delivery and will be invoiced separately, unless otherwise has been agreed.

5 Complaints

Complaints of short delivery or other visible defects shall be made within 8 days from receipt of the goods. Otherwise, the buyer shall be prevented from making claims on account of the defect. Complaints shall be made in writing to NEN and include a description of the defect and the scope thereof.

6 Payment and interest rate

Payment shall be made net 30 days from date of invoice.

For orders of DKK 300.000,00 or more, payment shall be effected as follows: 1/3 when the order is placed

1/3 when half the anticipated time of delivery has passed 1/3 at delivery. In case of late payment, default interest of 12% p.a. will be charged from the due date.

The buyer shall not be entitled to withhold payment on account of any counterclaims that NEN has not accepted.

7 Retention of title

The goods delivered shall remain NEN's property until payment is made in full, to the extent that such retention of title is valid under current law.

8 Liability for and remedy of defects

8.1 Liability

If, within 12 months after delivery or putting into service, whichever comes first, any goods or software delivered turns out to have defects ascribable to NEN, such goods or software shall be sent free delivered to our address as soon as possible after such defect has been found and before the expiry of the above time limit. If the goods cannot be forwarded, they shall be repaired on the spot.

8.2 Remedy

NEN may at its own discretion repair or replace the goods forwarded or reimburse the buyer for the amount paid subject to the buyer returning the goods delivered.

8.3 Damages

With the exception of the duty to remedy the above defects, NEN shall have no liability for the buyer's loss as a result of such defects. Should the buyer cancel the agreement because of non-remedy, the buyer's claim for damages shall be limited to the contract sum, but a maximum of DKK 1 million.

9 Product liability

NEN shall not be liable for damage caused by goods delivered:

- a) to real or personal property when such damage occurs while the goods delivered are in the buyer's possession
- b) to products manufactured by the buyer or to products of which they form part, or for damage to real or personal property caused by such products as a result of the goods delivered. In case of loss of or damage to data carriers, NEN's liability to pay damages shall not include expenses for the restoration of damaged data. NEN's liability as a result of damage to property, including damage to real property, shall be limited to DKK 4 million per damage p.a. The above limitations on NEN's liability shall not apply if NEN is guilty of gross negligence. The buyer shall indemnify NEN to the extent that NEN is held liable to a third party for any damage or loss for which NEN is not liable to the buyer pursuant to the above. If any third party files a claim against one of the parties for liability to pay damages in pursuance of this clause, the party concerned shall immediately inform the other party thereof. NEN and the buyer shall have a mutual obligation to allow them to be sued at the court of law or arbitration tribunal that is hearing the claim for damages set up against either of them on the basis of damage or loss claimed to be caused by the goods delivered.

10 Product data

Product data in offers, prospectuses, drawings, etc. shall be indicative only and shall not be binding on NEN.

11 Changes

Any changes in the order shall be agreed in writing between the parties.

12 Liability for indirect loss

NEN shall never be liable to pay damages for any business interruption loss, loss of profits or any other financial consequential loss.

13 Ownership

Drawings, descriptions, models, etc. submitted free of charge in connection with an offer shall remain NEN's property. Such material must not be abused or passed on to a third party and must be returned to NEN if the offer is not accepted. In the event that NEN supplies software or know-how, NEN shall retain all rights to its ideas and to material prepared by NEN. Only to the extent agreed or presupposed shall the buyer be entitled to use material prepared by NEN, and the said material must not be transferred to others except where a written agreement to this effect has been made with NEN.

14 Export control

The buyer shall observe the rules of control in force under Danish or foreign legislation if the goods delivered are exported or re-exported, respectively. NEN's obligation to fulfill this agreement is subject to the proviso that the fulfillment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos [or other sanctions].

15 Disputes

Any dispute arising out of or in connection with this agreement shall be settled under Danish law. NEN may choose whether any dispute shall be settled by arbitration, cf. "Rules of Procedure of the Danish Institute of Arbitration (Copenhagen Arbitration)", or by the Maritime and Commercial Court in Copenhagen.

16 For the return of the following shall apply:

Products are accepted for return only subject to prior agreement with Customer Service. Software may not be returned, and, where the list price is less than DKK 1,000.00, erroneous orders are not accepted for return. Return costs in connection with erroneous orders amount to a minimum of 20% of the product's net price and a minimum of DKK 300.00. Products sent to NEN without a return agreement will be returned to sender.