

DANISENSE A/S

TERMS OF SALE AND DELIVERY

1. Application

1.1 The general terms of sale and delivery set out below shall apply to all sales and deliveries by DaniSense A/S (the "Seller"), unless otherwise agreed in writing between the Seller and a buyer (separately or collectively referred to as "Party" or "Parties", as the case may be).

2. Offers

2.1 Offers made by the Seller shall be open for acceptance for 10 days from the date of the offer, subject to the goods being unsold.

2.2 Unless otherwise stated, all prices are in EUR, exclusive of VAT, custom duties, taxes or similar and do not include delivery or installation. The Seller reserves the right to make reasonable changes in prices until the date of delivery corresponding to changes in foreign exchange rates, purchase prices, tariff rates, freight charges and any other conditions beyond the Seller's control.

3. Orders

3.1 No final and binding agreement shall be deemed to have been entered into between the Parties until the Seller has given its acceptance by way of a written order confirmation.

3.2 In the event of any inconsistency between the Seller's order confirmation and the buyer's order, the buyer shall object promptly. Failing so, the buyer shall be bound by the contents of the order confirmation.

4. Delivery

4.1 Unless otherwise agreed between the Parties, the goods shall be delivered Ex Works (Incoterms 2010). Delivery is effected at the buyer's expense and risk.

5. Time of Delivery, Delay

5.1 If the Parties instead of a specific delivery date have agreed upon a period within which delivery must be effected, such period shall be deemed to commence on the date of entering such agreement.

5.2 The Seller shall without undue delay, notify the buyer if the Seller cannot make delivery within the agreed time, or if delivery is likely to be delayed. Such notification shall state the cause of the delay and, if possible, also the expected time of delivery.

5.3 If delivery is delayed as a result of force majeure, cf. Clause 0 below, or as a result of acts or omissions on the part of the buyer, the time of delivery shall be extended accordingly. This provision shall apply irrespective of whether the cause of the delay occurs before or after expiry of the agreed time of delivery.

- 5.4 The Seller shall in no circumstances be liable for any operating loss, loss of time, loss of profits, indirect loss or for any other consequential financial loss suffered by the buyer as a result of the delayed delivery.
- 5.5 Unless otherwise agreed in writing, the Seller shall be entitled to effect partial deliveries.
- 5.6 The buyer shall without undue delay, notify the Seller if the buyer cannot take delivery of the goods on the agreed date of delivery, or if it is likely that the buyer will fail to take delivery. Such notification shall state the cause of the inability to take delivery and, if possible, also the time the buyer expects to be able to take delivery.
- 5.7 If the buyer fails to take delivery of the goods on the agreed date of delivery, the Seller shall arrange for storage of the goods at the buyer's expense and risk.
- 5.8 Unless the buyer's failure to take delivery is a result of force majeure, cf. Clause 0, the Seller shall be entitled in writing to request the buyer to take delivery within reasonable time. If the buyer fails to comply with such written request, the Seller shall be entitled to rescind the agreement subject to a written notification to that effect. All costs incurred by the Seller as a result of the rescinding of the agreement shall be borne by the buyer.

6. Drawings and descriptions

- 6.1 Any and all specifications and particulars about weight, dimensions, capacity, price, performance, technical as well as any other information provided in catalogues, prospectuses, advertisements, pictures and price lists shall be deemed to be only approximations and only binding in the event of an express reference thereto.
- 6.2 Any drawings, technical documents and any other information received by the buyer shall not without the Seller's consent be used for any other purpose than installation, start-up, operation and maintenance of the goods and shall in no manner or respect be communicated to any third party.

7. Payment

- 7.1 Unless otherwise agreed in writing, full payment shall be made net cash by the buyer in advance of delivery at the date stipulated in the invoice. If no such date is stated payment shall be effected net cash on delivery and no cash discount shall be granted thereby.
- 7.2 The buyer shall perform effective payment and shall not be entitled to settle any part of the purchase price by way of a set-off.
- 7.3 If the buyer fails to effect payment on time, the Seller shall be entitled to charge default interest at the rate of 1.5 percent per month or fraction of month after the due date.

8. Reservation of title

- 8.1 Any and all goods delivered to the buyer shall remain the property of the Seller until payment for such goods including any default interests has been effected in full.

9. Warranty and defects

- 9.1 All goods manufactured by the Seller are guaranteed against manufacturing and material defects not resulting from ordinary wear and tear for a period of two (2) years from the date of delivery.
- 9.2 This warranty shall only be valid provided that the goods have been correctly transported, handled, stored and installed in accordance with any instructions from the Seller and generally accepted codes of good practice.
- 9.3 Parts incorporated into goods delivered by the Seller but not manufactured by the Seller shall be subject to the warranty terms of the sub-supplier.
- 9.4 In the event of manufacturing or material defects occurring during the warranty period in any part of a product delivered by the Seller, the Seller shall at its own discretion and within a reasonable period of time be entitled to remedy the defect or make a replacement delivery.
- 9.5 The buyer shall examine the goods immediately upon receipt thereof in order to ensure that the goods are in conformity with the order.
- 9.6 The buyer shall only be entitled to claim damages for non-conformity with the order if notice of lack of conformity is given promptly upon receipt of the goods.
- 9.7 The Seller shall not be held liable for any loss, expense or cost incidental to taking delivery of, reordering, repairing, removing or taking other similar measures in respect of defective goods or products into which the Seller's goods have been incorporated.**
- 9.8 The Seller shall not be liable for any operating loss, loss of time, loss of profits, indirect loss or any other financial consequential loss.**

10. Product liability

- 10.1 The Seller's liability for any injury or damage caused by the Seller's products shall be limited to the liability prescribed by mandatory Danish statutory rules, including Consolidated Act No. 261 of 20 March 2007 on Product Liability as amended.
- 10.2 The buyer shall indemnify the Seller against any liability imposed upon the Seller by a third party, if the Seller is not liable for any such loss, injury or damage according to Clauses 10.3 and 0 below.
- 10.3 The Seller shall not be liable for any damage to real or personal property occurring while the goods are in the possession of the buyer. The Seller shall neither be liable for any damage to the buyer's production plant, to products manufactured by the buyer or to products into which the Seller's goods are incorporated.**
- 10.4 The Seller shall not be liable for any operating loss, loss of time, loss of profits, indirect loss or any other financial consequential loss.**

10.5 If a third party raises a claim for damages against either of the Parties, such Party shall promptly notify the other Party thereof.

11. Exemption from liability (force majeure)

11.1 A Party shall be exempt from liability if performance of the agreement becomes impossible or unreasonably onerous due to circumstances beyond the control of said Party, including but not limited to breakdown in production plants, industrial conflicts, fire, war, mobilisation or unforeseen military call-up to a similar extent, seizure, exchange controls, riots, civil disorder, lack of means of transportation, general scarcity of goods, motive power restrictions and late or non-delivery by sub-suppliers owing to any such event.

11.2 The Party claiming exemption from liability due to force majeure shall promptly in writing notify the other Party of the occurrence of the force majeure event. Further, the Party shall notify the other Party when the force majeure event ceases to exist.

11.3 If any event of force majeure continues for more than six (6) months, either Party shall be entitled to rescind the agreement subject to a written notification to that effect to the other Party.

12. Disputes and applicable law

12.1 Any dispute arising out of or in connection with these terms of sale and delivery or any agreement entered into in connection herewith shall be subject to the exclusive jurisdiction of the City Court of Copenhagen.

12.2 Unless otherwise agreed in writing, these terms of sale and delivery and any agreement entered into in connection herewith shall be construed in accordance with the laws of Denmark, however excluding (i) any rules concerning choice of law, and (ii) the UN Convention on Contracts for the International Sale of Goods ("CISG") which shall not apply.