

AABO-IDEAL A/S GENERAL TERMS & CONDITIONS FOR PURCHASE

1. APPLICATION OF TERMS

- 1.1 Each Purchase Order for Works by Aabo-Ideal A/S from the Vendor shall be deemed to be an offer by Aabo-Ideal A/S to buy Works subject to these conditions.
- 1.2 No terms or conditions endorsed upon, delivered with or contained in the Vendor's quotation, Purchase Order Confirmation, specification or similar document shall form part of the Contract and the Vendor waives any right which it otherwise might have to rely on such terms and conditions.
- 1.3 To the extent there are discrepancies between these conditions and either the Purchase Order duly signed by Aabo-Ideal A/S or a General Supply Agreement signed by both Aabo-Ideal A/S and the Vendor, the relevant conditions in the Purchase Order alternatively the General Supply Agreement shall take precedence.

2. QUALITY AND DEFECTS

- 2.1 The Works shall be of the best available quality, design, material and workmanship, be without fault and conform in all respects with the Purchase Order and specification and/or drawings supplied or advised by Aabo-Ideal A/S to the Vendor.
- 2.2 Aabo-Ideal A/S may at any time and without any prior notification inspect Vendor's premises in order to check and evaluate Vendor's quality control systems as well as test Vendor's work on any current orders.
- 2.3 If the results of such inspection or testing cause Aabo-Ideal A/S to be of the opinion that the Works do not conform or are unlikely to conform with the Purchase Order or to any specifications and/or drawings supplied or advised by Aabo-Ideal A/S to the Vendor, Aabo-Ideal A/S shall inform the Vendor and the Vendor shall immediately take such action as is necessary to ensure conformity and in addition Aabo-Ideal A/S shall have the right to require and witness further testing and inspection.
- 2.4 Notwithstanding any such inspection or testing, the Vendor shall remain fully responsible for the Works and any such inspection or testing shall not diminish or otherwise affect the Vendor's obligations under the Contract.
- 2.5 If any of the Works fail to comply with the provisions set out in this section 3 Aabo-Ideal A/S shall be entitled to avail itself of any one or more remedies listed in section 11.

3. INDEMNITY

The Vendor shall keep Aabo-Ideal A/S indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by Aabo-Ideal A/S as a result of or in connection with:

- 3.1 defective workmanship, quality or materials;
- 3.2 an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Works; and

- 3.3 any claim made against Aabo-Ideal A/S in respect of any liability, loss, damage, injury, cost or expense sustained by Aabo-Ideal A/S's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Works, including product liability.

4. PERFORMANCE

- 4.1 The Vendor shall provide the Services to Aabo-Ideal A/S from the date and, subject to section 10, continuing for the period specified in the Purchase Order or as otherwise agreed between the parties in writing.
- 4.2 Unless otherwise agreed in writing by Aabo-Ideal A/S, the Works shall be DDP (Delivered Duty Paid, Incoterms 2010) to Aabo-Ideal A/S's place of business and the Vendor shall off-load the Goods at its own risk as directed by Aabo-Ideal A/S.
- 4.3 The date for delivery shall be specified in the Purchase Order.
- 4.4 The Vendor shall invoice Aabo-Ideal A/S upon, but separately from, despatch of the Goods to Aabo-Ideal A/S.
- 4.5 The Vendor shall ensure that each delivery is accompanied by a delivery note which shows, inter alia, the Purchase Order number, date of Purchase Order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
- 4.6 Unless otherwise stipulated by Aabo-Ideal A/S in the Purchase Order, deliveries shall only be accepted by Aabo-Ideal A/S in normal business hours.
- 4.7 If the Vendor requires Aabo-Ideal A/S to return any packaging material to the Vendor that fact must be clearly stated on any delivery note delivered to Aabo-Ideal A/S and any such packaging material shall only be returned to the Vendor at the cost of the Vendor.
- 4.8 Where Aabo-Ideal A/S agrees in writing to accept delivery by instalments the Contract shall be construed as a single contract in respect of each instalment. Nevertheless failure by the Vendor to deliver any one instalment shall entitle Aabo-Ideal A/S at its option to treat the whole Contract as repudiated.
- 4.9 If the Goods are delivered to Aabo-Ideal A/S in excess of the quantities ordered Aabo-Ideal A/S shall not be bound to pay for the excess and any excess shall be and shall remain at the Vendor's risk and shall be returnable at the Vendor's expense.
- 4.10 Aabo-Ideal A/S shall not be deemed to have accepted the Goods until it has had 14 days to inspect them following delivery. Aabo-Ideal A/S shall also have the right to reject the Goods as though they had not been accepted for 14 days after any latent defect in the Goods has become apparent.
- 4.11 The Goods shall remain at the risk of the Vendor until delivery to Aabo-Ideal A/S is complete (including off-loading and stacking) when ownership of the Goods shall pass to Aabo-Ideal A/S.

5. PRICE

- 5.1 The price of the Works shall be stated in the Purchase Order, however, subject to the Price List schedule to a General Supply Agreement signed between the parties. The item prices are calculated as a net price including all costs.
- 5.2 No variation in the price or extra charges shall be accepted by Aabo-Ideal A/S.

6. PAYMENT

- 6.1 In consideration of the provision of the Works by the Vendor, Aabo-Ideal A/S shall pay the charges payable for the Works as set out in the Purchase Order.
- 6.2 Unless otherwise agreed in writing, the Vendor shall invoice Aabo-Ideal A/S monthly in arrears for its charges for the month concerned.
- 6.3 The Vendor shall invoice Aabo-Ideal A/S for the price specified in the Purchase Order, or as otherwise agreed between the parties in writing.
- 6.4 Aabo-Ideal A/S shall pay each invoice submitted to it by the Vendor within 60 days from the latest of; i) date of completed delivery; or ii) Aabo-Ideal A/S's receipt of a fully detailed invoice.
- 6.5 Without prejudice to any other right or remedy, Aabo-Ideal A/S can set off against Vendor's invoice, irrespective whether the claim being set-off arises out of this Agreement or other, different legal matters as well as whether or not the claims are due for payment, including claims belonging to companies wholly or partially owned by Aabo-Ideal A/S.
- 6.6 If any sum under the Contract is not paid when due then, without prejudice to the parties' other rights under the Contract, that sum may bear interest from the due date until payment is made in full, both before and after any judgment, at 3% per annum.
- 6.7 The Vendor is not entitled to suspend deliveries of the Works as a result of any sums being outstanding.

7. CONFIDENTIALITY

The Vendor 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 Vendor by Aabo-Ideal A/S or its agents and any other confidential information concerning Aabo-Ideal A/S's business or its products which the Vendor may obtain and the Vendor 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 Vendor's obligations to Aabo-Ideal A/S and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Vendor.

8. AABO-IDEAL A/S'S PROPERTY

- 8.1 All documentation enclosed with or pertaining to the agreement or any other document such as, but not limited to, drawings, specifications, instructions, data sheets and calculations, shall remain the property of Aabo-Ideal A/S, and shall only be used for performance under the agreement between the parties.
- 8.2 All tools paid for by Aabo-Ideal A/S ("TOOLS") shall remain the property of Aabo-Ideal A/S at any time. The

Vendor is not entitled to use the "Tools" for any other purpose and "Tools" shall be kept in a fire safe place when not operating. At Aabo-Ideal A/S's request the "Tools" shall immediately be returned to Aabo-Ideal A/S.

- 8.3 The agreement between the parties shall not contain or imply any transfer or grant of license or any other rights of use or access to any intellectual property rights of the other party unless otherwise expressed in writing in the agreement between the parties.

9. RETENTION OF TITLE

- 9.1 Title to the Works delivered shall remain vested in Vendor and shall not pass to Aabo-Ideal A/S until payment of the contract price for the Works has been received in full.
- 9.2 Aabo-Ideal A/S may not sell, lease, pledge, charge or in any other way give any third party any title or rights over the Works until title has passed to Aabo-Ideal A/S, neither may Aabo-Ideal A/S change or modify the Works until title has passed to Aabo-Ideal A/S.

10. TERMINATION

- 10.1 The parties shall have the right at any time and for any reason to terminate the Contract in whole or in part without cause by giving the other party written notice of 90 days whereupon work on the Contract shall be discontinued and Aabo-Ideal A/S shall pay to the Vendor fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.
- 10.2 Aabo-Ideal A/S shall have the right at any time by giving notice in writing to the Vendor to terminate the Contract forthwith in case of breach if:
 - 10.2.1 the Vendor commits a material breach of any of the terms and conditions of the Contract; or
 - 10.2.2 there is a change of control of the Vendor; or
 - 10.2.3 the Vendor goes into solvent or insolvent liquidation, enters into a voluntary arrangement with its creditors or suffers any similar insolvency process.
- 10.3 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of the parties accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

11. REMEDIES

Without prejudice to any other right or remedy which Aabo-Ideal A/S may have, if any Works are not supplied in accordance with, or the Vendor fails to comply with, any of the terms of the Contract, Aabo-Ideal A/S shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Works has been accepted by Aabo-Ideal A/S:

- 11.1 to rescind the Purchase Order;
- 11.2 to reject the Goods (in whole or in part) and return them to the Vendor at the risk and cost of the Vendor on the basis that a full refund for the Goods so returned shall be paid forthwith by the Vendor;
- 11.3 to give the Vendor the opportunity at the Vendor's expense either to remedy any defect in the Works or to

- 11.4 supply replacement Works and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
- 11.5 to refuse to accept any further deliveries of the Works;
- 11.6 to carry out at the Vendor's expense any work necessary to make the Works comply with the Contract; and
- 11.7 to claim such damages as may have been sustained in consequence of the Vendor's breach or breaches of the Contract.

12. GENERAL

- 12.1 The Vendor shall not without Aabo-Ideal A/S's prior written consent assign or transfer the whole or any part of the Agreement to a subcontractor. The Vendor undertakes to ensure that any such subcontractor accedes to these General Purchase Conditions, with the necessary modifications.
- 12.2 Aabo-Ideal A/S may assign the Contract or any part of it to any person, firm or company.
- 12.3 Aabo-Ideal A/S reserves the right to postpone the date stipulated in the Purchase Order for delivery of any part of the Works.
- 12.4 Aabo-Ideal A/S reserves the right to defer the date of payment or to cancel the Contract or reduce the volume of the Works ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Aabo-Ideal A/S including, without limitation, acts, events, omissions, happenings or non-happenings, which could not reasonably have been foreseen, and which is categorized as force majeure pursuant to Danish law.
- 12.5 Each right or remedy of Aabo-Ideal A/S under the Contract is without prejudice to any other right or remedy of Aabo-Ideal A/S whether under the Contract or not.
- 12.6 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 12.7 Failure or delay by Aabo-Ideal A/S in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 12.8 Any waiver by Aabo-Ideal A/S of any breach of, or any default under, any provision of the Contract by the Vendor shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 12.9 Any dispute arising out of or in connection with the AGREEMENT, including any disputes regarding the existence, validity or termination thereof, shall be settled according to Danish Law 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. The language of the arbitration shall be English