

GENERAL CONDITIONS OF SALE AND DELIVERY FOR LILLNORD A/S – SLB09

1 PREAMBLE - All orders and deliveries shall be subject to ORGALIME 92 – GENERAL CONDITIONS FOR THE SUPPLY OF MECHANICAL, ELECTRICAL AND ASSOCIATED ELECTRONIC PRODUCTS – or if installation is included in the order – ORGALIME SE 94 – GENERAL CONDITIONS FOR THE SUPPLY AND ERECTION OF MECHANICAL, ELECTRICAL AND ASSOCIATED ELECTRONIC PRODUCTS – save as varied either by the below general conditions of sale and delivery or by other agreement accepted in writing by both parties. Orders and deliveries are further subject to Supplement to SLB09, which forms part of all Lillnord quotation. The buyer's attention is drawn to the fact that ORGALIME 92 and ORGALIME SE 94 contain, among other things, rules concerning the time of delivery and delay, ownership reservation, liability for defects, product liability and force majeure. If the buyer wants his general purchasing conditions to form part of the agreement, these shall be included in the individual agreement text. A clause in the buyer's general purchasing conditions to the effect that these shall take precedence of Lillnord's terms of sale and delivery shall not be sufficient.

2 OFFERS - Unless otherwise specified, an offer shall be valid for 90 days from the date of the offer. No final agreement shall be considered concluded until Lillnord A/S has given its acceptance in the form of an order acknowledgement. Any data regarding the technical performance of the products specified in the offer / order acknowledgement rest on calculations made on the basis of the theoretical prerequisites. Lillnord A/S therefore cannot be held liable for any variations caused the buyer's conditions / information.

3 PRICES - All prices are exclusive of value-added tax, customs duty and any other taxes, rates and dues. Lillnord A/S reserves the right to adjust prices quoted/confirmed if in the period until delivery is effected and completed any changes should occur in taxes, rates and dues, material and wages costs, monetary conditions and other trade conditions.

4 DELIVERY - Unless otherwise agreed, the time of delivery shall be the time the goods leave the factory. The time of delivery shall only be binding if confirmed in writing. In the event that the time of delivery agreed is exceeded by more than 8 weeks, the buyer may fix a reasonable time within which delivery must be effected. If delivery is not effected within this time granted, the buyer shall be entitled to cancel the agreement.

5 PAYMENT - The terms of payment shall be subject to individual negotiations. In connection with large orders (Beyond EURO 27.000) and special orders Lillnord A/S reserves the right to apply the following terms of payment: 1/3 of the purchase amount falls due on acceptance of order, 1/3 on delivery ex works, 1/3 when the installation is completed.

6 PRODUCT LIABILITY - Lillnord A/S shall be liable for personal injury or damage to property to the extent that the company can be held liable in damages. Lillnord A/S's product liability pursuant to ORGALIME 92/ORGALIME SE94 is limited to DKK 1 million per damage to property. Lillnord A/S assumes, however, in no case liability for trading loss, loss of profit or any similar consequential losses.

7 INSURANCE - It shall rest upon the buyer to keep machinery and plants to be installed by Lillnord A/S insured while these are at the buyer's place. The insurance shall cover against fire, theft, water damage and malicious damage to an amount, which corresponds to minimum the purchase amount agreed.

8 USER'S MANUALS - Unless otherwise agreed in the individual case, user's manuals, instructions and other information concerning the products sold will be supplied in the English language.

9 DISPUTES - To the extent that the business transactions between the parties are not governed by the above terms of sale and delivery inclusive of ORGALIME 92/ORGALIME SE94 the general rules of Danish law shall apply. In case of disagreement between the parties, the venue shall be the court in DK-Aarhus.