



MIGATRONIC GENERAL TERMS OF SALE AND DELIVERY

1. Prices

MIGATRONIC A/S, hereinafter called the Supplier, is at any time free to change his prices without notice. Unless other agreement is made, sales are invoiced, according to the price list current at the time of delivery. The invoice currency is DKK, unless other currency is stated in the invoice. Buyer's payment is to be made in the invoice currency. The Supplier's quotations are offered with prices valid for acceptance for a period of 60 days from date of quotation, unless otherwise stated in the quotation or unless the Supplier has approved an extension of the validity by separate, written notification to the quotation recipient.

2. Terms of Delivery

Delivery is effected Ex-Works the Supplier's address, INCOTERMS 2010. Goods are dispatched for Buyer's account and risk. In case the Supplier has not received any special instructions, the Supplier is free to choose means and route of transport. In the event of purchases below the Supplier's minimum order value at the time of ordering - excl. VAT and freight - a dispatch fee is imposed.

3. Time of Delivery

The Supplier has no responsibility for delays nor obstacles due to force majeure or other similar circumstances beyond control of the Supplier, including strike and export prohibition, whether these obstacles occur with the Supplier, the Supplier's suppliers or transport agents who carry out deliveries to and/or from the Supplier

4. Terms of Payment

Unless other terms are explicitly stated by the Supplier in the offer and/or the invoice, the Supplier's general terms of payment are Net Cash. In the event of delay in payment, the Supplier is entitled to charge interest on overdue payments. In case goods, which are to be delivered at a fixed time according to agreement or contract, are not taken over by the Buyer in due time, the Supplier is allowed at his own option to sell the goods for Buyer's account, after advice to the Buyer, or to store the goods for Buyer's account, and the Buyer is thus under any circumstances obliged to effect the stipulated payment when due. In case of storage, the goods are deposited at the Buyer's risk.

5. Property

The ownership of the goods supplied remains with the Supplier until the entire purchase price is paid.

6. Drawings etc.

All drawings, estimates, descriptions or other material which are forwarded in connection with offers or deliveries are property of the Supplier, and cannot be duplicated, presented to other firms or used for performing any piece of work without written permission from the Supplier. Drawings that have been made by the Supplier for use in connection with offers and possible duplicates of such drawings in possession of the Buyer must be returned on demand.

7. Liability for damages

At any time, the Supplier shall do his best to ensure that the delivered goods are in conformity with the standards or specifications of the Supplier. Unless the Supplier has given further warranties in writing, the Supplier is responsible that the goods delivered are in conformity with the specifications of the Supplier and of customary high quality for use within the fields of application stated by the Supplier in writing. In case the Buyer demonstrates that the delivered goods in relation to this are defective, the Supplier will at his own option accept to replace the article by corresponding non-defective goods, to repair the article, to refund the purchase price upon return of the article or to let the Buyer keep the article against placing to the credit of his account a reasonable reduction in price proportional to the defect. The Buyer is under all circumstances to cover any costs of transportation that may occur in connection with exchange or repair of goods. The above-mentioned duties of the Supplier are conditional on complaint being made to the Supplier in writing no later than 8 days after the defect in question has been or should have been identified and stated by the Buyer. This liability expires without further notice one year after the goods are delivered to the Buyer, however 6 months as regards spare parts and 6 weeks as regards welding torches after their delivery to the Buyer. The Supplier is not responsible for errors and defects that can be ascribed to wrong handling, transport, storage, mounting, connection and operation or for any other defect due to the Buyer's use of the product for purposes other than stated in the Supplier's specifications. The Supplier is furthermore not responsible for wear and tear or defects due to maintenance not being carried out according to the Supplier's instructions or due to repair and maintenance not being effected by the Supplier or by a workshop authorized by the Supplier to do so.

8. Product liability

Save as provided in indispensable legislation applying to the Supplier, the Supplier undertakes no liability for personal injury nor property damage and then only to the extent provided in such legislation. Damage on commercial property belonging to the Buyer or Third Parties caused by defective products from the Supplier are only covered by the Supplier's liability if proved to be due to errors or negligence

on the part of the Supplier or his personnel. The Supplier is especially not liable for damages due to use of the goods in defiance of the operating manual made by the Supplier. If the Buyer's purchase of the goods is made with resale in view, the recourse liability for personal injury of Third Party or for damage on goods from the Buyer towards the Supplier is conditional on the fact that the Buyer has passed on to the end-user the operating manual and the supplementary instructions required for proper and safe use of the goods.

9. **Limitation of liability**

The Supplier is in case of delay, defects in the product supplied and by product liability without liability for indirect damages, loss of business profit, subsequent damages or the like. The liability of the supplier is in any circumstance limited to an amount equivalent to the price paid by the buyer for the delayed or defected products.

Export Control

10. The Buyer has been informed that certain products and technologies, or parts hereof, could be subject to export control legislation, regarding products with Dual-Use or special sanctions, and may not be exported or re-exported, directly or indirectly, without prior approval from relevant authorities. It is at all time the responsibility of the Buyer to investigate circumstances and if necessary apply for licenses from authorities prior to any export or re-export of suppliers products or technologies.

11. **Litigations and Legislation Law**

All disputes arising out of these terms shall be governed and construed in accordance with Danish law without giving effect to its conflict of laws principles. Furthermore United Nations Convention on Contracts for the International Sale of Goods shall not apply. Disputes shall be settled by the competent Danish courts of the Supplier