

GENERAL SALES AND DELIVERY TERMS

The following general sales and delivery terms shall apply to all deliveries from Alderslyst Elektro A/S (AE) unless otherwise expressly agreed.

1. Drawings, tools etc.

1.1. All drawings and other technical documents which AE may elect to supply to the client shall remain AE's property, and may not be copied, reproduced or used in any other unlawful manner.

1.2. Special tools or models required for the production shall remain AE's property.

2. Constructions

2.1. AE reserves the right to make construction changes without notice if such changes have no influence on the specified function. For products made to the client's specifications, the client guarantees to AE that the products do not infringe third party immaterial rights.

3. External goods

3.1. Goods which are passed on to AE for processing or other materials belonging to the client which are passed on to AE shall be stored at the client's expense and risk. *AE thus disclaims all liability for loss or damage*, and the client itself shall arrange any insurance cover.

4. Quotations and acceptance

4.1. Unless otherwise specified, quotations from AE shall be valid for fourteen (14) days from the date of the quotation.

4.2. The client's written acceptance shall be without reservation with respect to the terms specified in the quotation, and shall have been received by AE before expiration of the deadline. If there are disagreements in the acceptance, the acceptance shall be deemed to be a new quotation, and AE shall not be bound by the content of the acceptance unless AE has accepted the new quotation in writing and the circumstances are clearly such that AE has been aware of the disagreements.

5. Price

5.1. Prices given are based on the prices and costs current on the date of the quotation or order confirmation, including prices of materials, wages and other production costs. Changes in the specified prices and costs, including changed or new taxes and duties up to the date of delivery, shall entitle AE to adjust the quoted or confirmed prices accordingly.

5.2. Where orders are given on goods where the total amount of the order is less than DKK 300 excluding VAT, the goods will only be invoiced against the client's payment of a processing fee of DKK 50.

5.3. Packaging is charged separately at cost price and is not returnable.

6. Delivery

6.1. Delivery of goods from AE shall be pursuant to INCOTERMS 2000 EX WORKS AE's address in Silkeborg unless otherwise agreed.

6.2. If AE elects to send the goods to the client, such sending shall be as the representative of the client and at the client's expense and risk, in which situations the choice of transport shall be at AE's option. AE shall also be entitled to send the goods for payment of freight

charges on delivery. Despatch in such cases shall normally be by road.

6.3. The delivery date shall be reckoned from the day on which AE receives full and complete information on the order, including all necessary technical details and formalities.

6.4. All delivery dates shall be approximate.

7. Quantity

7.1. If the delivery is for goods which are not in stock, AE reserves the right to deliver up to 10% over/under the agreed quantity.

8. Payment

8.1. Unless otherwise agreed, the purchase price shall be due and payable current month + 15 days. Late payment shall incur interest from the due date at the rate of 1% per month or part thereof. If the client commits a breach of the terms of payment, AE shall be entitled to stop its preparation of all other orders from the client. If the balance is not paid by a further short deadline specified by AE, AE shall be entitled to terminate all agreements entered into with the client.

9. Retention of ownership

9.1. *AE shall retain ownership of the goods sold until payment has been made.*

10. Force majeure

10.1. *AE shall be entitled to postpone or cancel an order in the event of force majeure, which shall include strikes, lockouts, fire, flooding, major damage to machinery, extensive disruptions to operations, war, import and export prohibitions, confiscation, action by the authorities, icing up, partial or complete shipwreck, delays during transport, lack of or faulty deliveries from suppliers, lack of raw materials or energy, or other events over which AE has no control, and the client may not claim damages in the event of delayed delivery or cancellation, or make any other claim against AE.*

11. Complaints

11.1. The client shall check delivered goods immediately on receipt.

11.2. Complaints shall be made in writing within eight (8) days of the invoice date, or the delivery date if this is later. No complaints shall otherwise be considered.

11.3. AE's liability for defects under point 12.2 below shall in general lapse if AE has not received a complaint from the client within one (1) year of delivery of the goods.

12. Liability

12.1. In the event of delay attributable to AE, AE shall be liable for the client's documented losses consequent upon the delay in accordance with the ordinary provisions of Danish law. *No compensation shall be payable for any operating loss, loss of profit or other indirect losses suffered by the client, including losses consequent upon the client's legal relationship to third party. Any damages shall further be limited such that they may never exceed the agreed purchase price for the delayed goods.*

12.2. *If there are defects in the delivered goods which can be claimed against AE, AE shall be entitled at its option to remedy*

the defect or provide a replacement delivery if this is done within thirty (30) days after the client has complained to AE in writing about the defect in question by the deadline for complaints, in such a manner that AE is able to decide whether AE wishes to repair or redeliver. If the goods delivered have been taken outside Denmark by the client, the client shall either transport the goods to Denmark at its own expense or pay all AE's extra costs of making repairs outside Denmark. If AE makes repair or redelivery, the client shall not otherwise be entitled to make any claim against AE as a result of the defects in question. If AE does not make repair or redelivery, AE shall provide compensation under the ordinary provisions of Danish law. No compensation shall be paid for any operating loss, loss of profit or other indirect losses suffered by the client, including losses consequent upon the client's legal relationship to third party. The compensation shall also be limited to a sum corresponding to the costs of repairing the defect in the delivered goods, but maximum a sum equivalent to the agreed purchase price.

12.3. *AE disclaims all product liability which does not follow from the indispensable rules of the Danish Product Liability Act. It is emphasised in particular that AE is not liable for operating losses or any kind of other indirect or consequential losses. To the extent to which product liability may be imposed on AE with respect to third party, the client shall hold AE harmless to the same extent to which AE's liability is limited as above. The client shall permit itself to be sued in the same court which hears the product liability case against AE.*

13. Venue and choice of law

13.1. *The agreed venue for all disputes between the parties shall be Viborg Court, Klostermarken 10-12, 8800 Viborg, Denmark.*

13.2. *Danish law with the exception of the Danish international rules on choice of law shall apply in the resolution of all disputes between the parties.*

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