

General Terms and Conditions of Sale and Delivery for Keofitt A/S

Preamble:

The general terms and conditions of sale and delivery listed below shall be used in connection with all purchases made by a *Customer*, unless other terms and conditions have been agreed in writing

Keofitt only sells its *Products* to *Customers* in the Business to Business market, and consequently *Keofitt* never sells its *Products* to consumers or any other parties not intending to use *Keofitt's Products* for business purposes.

In the event that one or more of the terms and conditions included is contrary to any mandatory rules and regulations in the country in which the *Customer* lives, this shall have no effect on the remaining terms and conditions.

Definitions:

For the purposes of these general terms and conditions of sale and delivery

"*Keofitt*" shall mean the limited liability company Keofitt A/S, Kullinggade 31, 5700 Svendborg, Denmark, CVR No 42888214.

"*Purchaser*" shall mean the party stated as the Purchaser in the order confirmation.

"*Product*" shall mean any Product comprised by a delivery, including parts of a Product, and spare parts and parts to be used for maintenance.

1. Intellectual Property Rights

It must be emphasised that *Keofitt* shall retain all intellectual property rights to the *Products* sold, irrespective of whether such intellectual property rights have been registered or are registerable.

The *Purchaser* shall thus never be entitled to apply for registration of any kind of right relating to the *Product*.

Keofitt shall be entitled to take out an injunction without providing security if *Keofitt* discovers that the *Customer* has applied to register any right in contravention of this provision.

2. Orders

Keofitt agrees to accept an order by sending its order confirmation, giving an itemised account of the total purchase, informing about due date for punctual payment, expected time of delivery, last day for punctual payment and terms of delivery.

In the event of a dispute between the parties, the order confirmation shall be construed as forming the basis of the contract between the parties.

3. Payment and consequences of non-payment on the due date

The due date for payment shall appear from the invoice.

For payment to be on time, it must be at *Keofitt's* disposal on the final date for due payment indicated, or on the first banking day after this date if the due date is a holiday or a Saturday or Sunday.

The *Purchaser* shall pay all costs relating to customs and excise duties, VAT and any other indirect taxes that the *Product* may be subject to when sold.

The *Purchaser* shall pay all fees relating to payment, including fees in connection with transfer of foreign exchange and any handling fees charged by the *Purchaser's* bank or financial institution.

In case of late payment, *Keofitt* shall charge a default interest rate of 1.5% per month of the balance outstanding at any time.

The *Purchaser* shall be obliged to indemnify *Keofitt* for all costs that *Keofitt* may incur as a result of the *Purchaser's* failure to pay on the due date.

4. Terms of delivery and freight

Unless otherwise stipulated in the order confirmation, *Keofitt* always makes deliveries on the basis of Incoterms 2010.

5. Safety

Keofitt must make it absolutely clear that safe use of the *Products* requires scrupulous observance of *Keofitt's* instructions.

The *Product* is accompanied by a manual on safe use in English.

The *Purchaser* is obliged to acquaint himself thoroughly with the contents of the manual *prior* to starting to use the *Product*, and if he has any doubts he must contact *Keofitt's* service department before using the *Product*.

6. Complaints/defects

If the *Purchaser* wishes to make a complaint about faults or defects, such complaints must be made in writing to *Keofitt* at the company's registered address. Unless *Keofitt* waives this right in writing, the *Product* must be returned to the company's registered address in accordance with the company's instructions.

On receipt of the returned *Product*, *Keofitt* shall make a thorough examination of it and inform the *Purchaser* in writing no later than 14 days after receipt whether the complaint is accepted.

Keofitt shall always be entitled to replace the *Product*, should it, contrary to expectations, turn out to be defective.

Keofitt shall not be liable for any direct or indirect losses that the *Purchaser* may suffer if the *Product* is defective.

The *Purchaser* shall never be entitled to any right of retention or lien on *Keofitt's Products*, or to make any set-off against any of *Keofitt's* claims, unless *Keofitt* has accepted the *Purchaser's* counterclaim in writing.

7. Repair and changes to the Products

Repairs and changes to the *Product* may make it unsafe to use.

Therefore only *Keofitt* shall be entitled to carry out repairs or changes to the *Product*.

In the event that the *Purchaser* carries out any repairs or changes to the *Product* without *Keofitt's* express acceptance hereof in writing, *Keofitt* shall have no liability whatsoever to pay damages.

8. Product liability – liability for damage caused by the goods supplied:

8.1. Damage to commercial goods:

In the event of damage to goods normally used for business purposes, so-called commercial goods, *Keofitt* shall disclaim any liability arising from a product being defective in the meaning of the concept used in the EU Product Liability Directive unless the damage was caused by *Keofitt's* willful misconduct or gross negligence.

8.2. Personal injury:

In the event that the injured party has contributed to the occurrence of the damage or injury by his or her willful misconduct or gross negligence, *Keofitt* shall not be held liable for such personal injury.

In addition, *Keofitt* shall not be held liable for any personal injury occurring because the injured party has made changes or amendments to the *Product* without having obtained *Keofitt's* express acceptance hereof in writing.

8.3. Direct or indirect financial loss:

The *Purchaser* shall be obliged to indemnify *Keofitt* to the extent that *Keofitt* is held liable to a third party for any such damage, injury or loss for which *Keofitt* disclaims liability to the *Purchaser* pursuant to this provision.

Keofitt shall not be held liable for damage caused by the *Product*:

To any property or chattels, fixtures and fittings while the *Purchaser* is in possession of the *Product*.

To any products manufactured by the *Purchaser* or to any products of which they form part, or damage caused by any such products to property or chattels, fixtures and fittings.

In no event shall *Keofitt* be liable for any consequential loss, loss of profit or any other indirect financial losses.

This disclaimer shall not apply, however, in the event that *Keofitt* has acted grossly negligently.

Should a third party make a claim for damages against either of the parties concerning any such loss, the party in question must inform the other party hereof immediately.

Keofitt and the *Purchaser* are mutually obliged to accept to be the defendant in proceedings against either of them claiming damages for any damage, injury or loss allegedly caused by the *Product* and brought before a court of law or an arbitration tribunal. The issue of whether the *Purchaser* or *Keofitt* is ultimately liable for such damage, injury or loss shall, however, always be settled in accordance with Clause 10 of the current General Terms and Conditions of Sale and Delivery.

8.4. Liability for sale through intermediary:

In the event that a *Product* produced or distributed by *Keofitt* is sold to an intermediary (*purchaser*) intending to resell it, *Keofitt* shall disclaim any product liability, unless such damage or injury has been caused by *Keofitt's* willful misconduct or gross negligence.

Should *Keofitt* in such a relationship with an intermediary be held liable due to the *Product* being defective, and provided that such defectiveness is not due to *Keofitt's* willful misconduct or gross negligence, then the *Purchaser* shall be liable to indemnify *Keofitt* for any costs that *Keofitt* may have incurred in this connection, irrespective of whether product liability has been established in a court order, an order issued by an administrative authority or in a settlement.

9. Force majeure

Keofitt shall not be liable to pay damages for any damage caused by force majeure, including, but by no means limited to, war, state of emergency or civil disturbances, lack of supplies, strikes or other forms of industrial unrest, acts of terrorism and restrictions on export and import to and from a country or region.

10. Venue and choice of law

Any dispute between *Keofitt* and the *Purchaser* shall be decided by the District Court of Svendborg, Denmark, in accordance with Danish law, with the exception of the rules in Danish law referring to recognised rules of international private law.