

Scope.

These terms and conditions (hereinafter referred to as "TC") apply for all contracts and deliveries from LOTEK A/S (hereinafter referred to as "LTK"), unless otherwise explicitly agreed between LTK and the buyer in writing. In case of any conflicting or inconsistent provisions declared by the buyer in the order or acceptance the provisions of the SLB shall prevail and such conflicting or inconsistent provisions shall not be deemed a written agreement in accordance with the preceding sentence. These SLB shall be deemed an integral part of any agreement regarding the purchase and/or delivery from LTK to the buyer.

Offer, order, acceptance, and annulment.

The buyer's orders and ordering of any kind are only binding to LTK only upon the buyer's reception of a written order confirmation from LTK.

LTK's written order confirmation solely defines the scope and content of the agreed delivery.

Offers from LTK without a specified acceptance deadline, shall terminate automatically if a conforming written acceptance from the buyer has not been received by LTK within 4 weeks from the date of the offer.

Upon delivery of the goods LTK reserves a margin of + / -10% of the per. line specified quantity and a deviation of 10% or less shall subsequently not be deemed a lack of conformity.

Agreements concerning changes or additions to the original agreement shall not be binding for LTK without a written confirmation from LTK.

Apart from mandatory legislation the buyer cannot annul an agreement unless accepted in writing by LTK. If an annulment is accepted in writing by LTK the buyer must pay an annulment fee equivalent to 20 % of the value of the purchase.

Prices.

Unless otherwise is explicitly agreed in writing, the price is provided as from stock, i.e., excl. packaging, VAT and other fees. The price is in DKK.

Price adjustments may occur upon prior written notice to the buyer. LTK shall inform of the adjustment date. However, price increases regarding foreign, Danish or EU authorities' taxes, fees, and interventions in pricing as well as increases in external costs out of LTK's control may be charged the buyer without notice.

Delivery.

Unless otherwise explicitly agreed in writing, all deliveries are executed from LTK's stock, notwithstanding that LTK under a separate agreement with the buyer delivers the goods to the buyer.

Thus, the buyer bears the risk of damage to the goods caused by fortuitous events from the agreed time of delivery from LTK's stock. Delivery terms are always determined according to the valid edition of Incoterms.

All delivery times are non-obligatory to LTK and in no case shall the buyer be compensated for losses caused by late delivery. The time of delivery is calculated from the date on which all matters relating to the performance of the contract is clear and confirmed in writing by LTK.

Annulment of an order due to late delivery can only be acknowledged after prior written agreement hereof.

Terms and conditions of payment.

Unless otherwise is explicitly agreed in writing payment according to invoice shall be paid by the buyer within 8 days after the agreed delivery date notwithstanding the buyer's failure to collect his goods. The customer is not entitled to set off any counterclaim against LTK or withhold any part of the purchase price, unless explicitly agreed in writing by LTK.

If the buyer fails to meet one or more of the terms of payment LTK has the right to withhold further deliveries whether a connection between them has been proved. Upon the buyer's failure to meet one or more of the terms of payment LTK may rightfully claim that any outstanding amounts that the buyer has not paid LTK shall be paid immediately.

In case the buyer's payment is delayed an interest of 1.50 % of the price per commenced month shall accrue.

Retention of title.

LTK reserves its ownership of the goods and services until the full purchase price plus accrued costs has been paid to LTK or to whoever LTK has transported their rights.

In case of conversion or processing of the goods delivered by LTK, LTK reserves the ownership of the converted or processed goods to the extent the value of the goods does not exceed the purchase price.

Duty to give notice and duty of inspection.

The buyer shall at the latest at the time of receiving the goods execute a thorough investigation of the delivered goods to ensure its conformity with the agreed. The buyer is obliged to give *immediate* notice to LTK if the buyer observes any defects during such investigation. Such notice shall be submitted in writing, as soon as the defect has been observed or should have been observed by the buyer during due inspection. The notice must include an explanation of the nature of the defects which LTK or LTK's members of staff have been guilty of.

Furthermore, the buyer must duly inform LTK of invoice number, delivery note number and other marking on the goods containing the defects. Should the buyer fail to give due notice immediately after the defect has been, or should have been, observed, the buyer loses the right to make any claim regarding such defect later. Upon due notice given to LTK, LTK reserves the right to inspect the alleged defect of the product before deciding regarding remedial action. If LTK confirms that the product contains a defect LTK has the right to remedy the defects or redeliver, cf. the section on guarantee and remedy below. Such remedy or redelivery shall be executed by LTK within reasonable time.

Guarantee and remedy.

LTK shall remedy any defect in material and/or manufacturing caused by LTK provided that the buyer complies with the above notice requirements and investigation duties. Remedy of defects shall be in the form of redelivery of identical goods in identical quantity. The buyer cannot terminate the agreement, and the buyer must give LTK access to remedy the defects within the agreed time limit.

The goods can only be returned upon by prior written agreement hereof with LTK.

Unless otherwise explicitly agreed in writing, LTK's guarantee and remedy only regards defects over which

the buyer has given due notice and only if that notice has been given to LTK within 12 months from the date of delivery to the buyer.

Limitation of liability.

Besides the above-mentioned guarantee and remedy LTK undertakes no responsibility for the delivered goods. Furthermore, the buyer cannot terminate the contract or demand a proportionate reduction of the purchase price or any part hereof just as the buyer cannot claim redelivery unless otherwise explicitly agreed with LTK in writing. LTK is only responsible for damages and defects provided that the buyer proves that the damage and/or defect was caused due to fault of LTK. LTK is not responsible for any consequential losses, loss of profit or other indirect damages and/or losses. A claim against LTK cannot exceed the invoice value of the goods sold.

LTK is not responsible for any damage caused by third parties, e.g., in connection to a third party delivering the goods to the buyer.

LTK's liability for personal injuries and/or damage to property can never exceed 4 million EUR incl. interest and costs per injury.

To the extent LTK incurs product liability to third parties; the buyer is obliged to indemnify LTK to the same extent as LTK's liability is limited as mentioned above.

Subsequently LTK is not responsible for any consequential losses, loss of profit or other indirect damages and/or losses. If a third party makes a claim against one of the parties for compensation for product damage, the informed party shall immediately notify the other party. The buyer and LTK undertake the mutual obligation to be summoned with the court where any claims regarding damages allegedly caused by LTK's goods may be pending.

Force Majeure.

LTK undertakes no liability for failure or delay in performance of contracts due to force majeure, including but not limited to war, riot, civil commotion, interventions by public authorities, fire, strike, lockout, restrictions regarding import and export, lacking and/or defective deliveries from subcontractors, shortages of labor or any other cause beyond the control of LTK which could delay or prevent the manufacture and/or delivery of LTK's performance. In such cases delivery shall be postponed for a period equivalent to the duration of the obstacle, and delivery upon termination of the obstacle shall be deemed delivered in due time.

Transfer of rights.

LTK is entitled to transfer all rights and obligations under this agreement to any third party.

Governing Law and Jurisdiction.

Any dispute between the parties shall be settled with the Danish courts under the application of Danish Law.

Validation.

This TC shall prevail over any previous versions of LTK's TC's.