

TERMS AND CONDITIONS OF SALE AND DELIVERY

1. Application

The Terms and Conditions below shall apply to all offers and deliveries from, and all orders placed with, UAB Danavis (hereinafter referred to as: "the Seller"). All other conditions, including those stated in the Buyer's order or similar, shall not be binding without a separate written agreement.

2. Offers and orders

Written offers shall be binding for 30 days from the date of order, unless otherwise stated in the offer. Offers shall be subject to prior sale. Any order received by the Seller shall only be binding for him if the order confirmation is issued, or if the order is effectuated. The Seller reserves the right to change any order confirmation issued to him in the event of changes to exchange rates or prices, as per the stated base exchange rate or similar information provided by the Seller's suppliers. In addition, reservations shall be made in respect of any import license that needs to be obtained. The same shall apply to paid deliveries, specifically to that part of the delivery which has not yet been delivered at the time of any adjustment and in the event of changes to customs duties, VAT and other levies.

3. Prices

All prices quoted shall be ex-Seller's works, exclusive of VAT, delivery costs and other expenses.

4. Delivery

Deliveries shall be made ex-Seller's warehouse. An agreement governing delivery times shall be entered into at the time of sale. Delivery time shall be stated separately on the order confirmation. The stated delivery time shall only be approximate, and the Seller shall bear no responsibility in any respect for any delays or delivery options, whatever their nature and regardless of whether or not they are attributable to the Seller. If the specified delivery time is not met, the Seller shall be required to notify the Buyer of the delay within 14 days of the date when he receives a written enquiry from the Buyer as to whether the delivery will take place. In that case, the Seller shall indicate the estimated delivery time. The Buyer may not claim compensation for late delivery under any circumstances.

5. Scope of delivery

The delivery shall only include products and services explicitly stated in the offer or order confirmation. Any data contained in prospectuses and on drawings, as well as technical specifications and the like, shall be considered only as a guide and shall not be binding on the Seller.

6. Inspection

For purchases of machinery controls and subcomponents where the Buyer is responsible for the installation, assembly and start-up himself, the Seller shall offer an inspection within the first 2 months of delivery.

The date and time of such an inspection shall be at the Seller's discretion. If any faults or defects are detected during the installation, the Seller shall point them out. However, the Seller shall make changes to the installation only against payment for the materials and time needed.

7. Payment terms

Payment shall be made net cash on delivery, unless otherwise agreed or stated in the offer/invoice. The Seller shall be entitled to charge 2% interest per month from the due date. The Buyer shall not be entitled to withhold payments, or to a set off of any alleged claims that have not been accepted by the Seller in writing. If the Buyer fails to comply with the agreed terms of payment, the Seller shall not be required to make further deliveries.

8. Retention of title

All goods shall be sold, and considered to have been sold, with the proviso that title may pass to the Buyer only when the Buyer has paid for goods and other costs in full.

9. Deficiencies

When the Buyer receives the goods, he shall be required to inspect them immediately. Any complaints about faults or defects must be made immediately and within 8 days of receipt.

10. Complaints

The Seller shall offer a 12-month warranty period from the date of delivery if the operating conditions are normal. The Seller's warranty obligation shall be limited to deficiencies that occur under the conditions provided for in the contract, provided that the goods are operated properly. The obligation shall not cover any deficiencies due to inadequate maintenance or incorrect assembly on the Buyer's part, which are

contrary to the Seller's instructions, nor any changes made without the Seller's written permission; nor shall it cover improper repairs carried out by the Buyer. The Seller's obligations shall not cover any damage due to unconventional use or overload, nor shall they cover normal wear and deterioration. The Seller may require the Buyer to return the goods and to provide an explanation for the defect. In case of defects in workmanship and materials, the Seller shall have the option of choosing between replacing, repairing or modifying the goods delivered.

In case of repair in the Seller's workshop, goods shall be returned at the Buyer's risk and expense, whereas return to the Buyer's address shall be at the Seller's expense and the Buyer's risk.

The Seller shall not be held liable for any claim beyond the scope of the aforementioned obligations, such as any claim for an appropriate reduction to be made in the price, for the contract to be terminated, or for compensation to be paid for a claim; nor shall he be held liable for any direct or indirect loss. The same shall apply to any deficiencies detected.

11. **Returns**

The Seller shall only accept returns for goods in stock, and only by prior arrangement. Returns shall be shipped free of charge to the Seller's address in the original packaging and shall arrive complete and undamaged. A credit note, the invoice amount minus 15%, shall be issued for returns. Goods specially ordered shall be non-returnable.

12. **Product liability**

The Seller shall be held liable for harm or damage to persons or property caused by defective goods only insofar as it can be demonstrated that the harm or damage was due to an error or negligence on the Seller's part, or on the part of another party for whom the Seller is responsible. No single claim for compensation may exceed EURO 250.000,00 for personal injury, or EURO 250,000 for material damage, per insured event. The Seller shall under no circumstances be liable for ordinary negligence. If the Buyer wishes to invoke gross negligence on the Seller's part, the burden of proof shall rest upon the Buyer. The Seller shall in no event be held liable for operating loss, loss of profit or any other indirect loss.

Should the Seller incur a liability in connection with the Buyer's use of the goods delivered (including resale), the Buyer shall be required to indemnify the Seller insofar as such a liability exceeds the limits of the Seller's liability. The Buyer shall be required to let himself be summoned to a court that examines claims for damages lodged against the Seller in respect of the goods delivered. The Seller may request sight of the Buyer's product liability insurance records.

The Buyer shall be required to inform the Seller immediately if anyone brings a product liability claim against the Buyer.

13. **Special conditions**

Where the above terms and conditions are not adequate, reference should be made to Nordic Standard Terms NLM 10 E.