TERMS FOR SALE AND DELIVERY FOR CINAS A/S
COMPANY REGISTRATION NO. 78 86 05 10

APPLICATION

Our terms for sale and delivery apply to all delivery orders unless otherwise agreed in writing between CINAS A/S, Agenavej 20, 2670 Greve (CINAS) and the purchaser whether the purchaser is registered in Denmark or another country, and whether the purchaser is a consumer or a trader. In the event of inconsistency between CINAS' terms for sale and delivery and the purchaser's general conditions, CINAS' terms shall apply unless otherwise agreed in writing between the parties.

OFFER AND ACCEPTANCE

Offers made by CINAS will lapse unless a written acceptance has reached CINAS within 14 days as from the date where the offer was made. CINAS has not accepted an order until the purchaser has received a written order confirmation from CINAS. An order is accepted at the price current on the date of CINAS' order confirmation. Verbal promises or agreements that do not appear from the order confirmation are not binding to CINAS. All scales, colour specifications and declarations of weight apply according to tolerances within the industry.

PRICES

The stated prices are based on the prices and costs current on the date of the order confirmation, including prices of materials, wages and production costs including VAT. Information on product range and current prices will be given upon request to CINAS. CINAS is entitled to charge an individual fee covering execution and shipment. On the delivery date, CINAS is entitled to change the prices as a consequence of changes in exchange rates, cost prices, rates of duty, freight rates, shipping rates and insurance rates and any other circumstances beyond CINAS' control and influence. Unless otherwise agreed, all claims for payment are due net 30 days from the date of invoice. If payment is not made on the final due date according to the payment terms, interests will be added at 1,5% for every month or part of a month. Further, CINAS may claim compensation for reminder fee, collection fee and other costs relating to the collection of payment pursuant to the rules under the Danish Act on Interests. The purchaser's obligation to pay in due time shall also apply in the event that the purchaser claims about defects. Alternatively, in the event that defects are claimed, the purchaser shall deposit the purchase price. However, at sale to non-traders, the purchaser may withhold the purchase price until the claim has been complied with or remedy or replacement delivery has been carried out. This does not apply if the defect may be considered immaterial. The purchaser is not entitled to set off. If the purchaser fails to pay in due time or, if CINAS receives insufficient and/or (in CINAS' opinion) negative credit information on the purchaser, CINAS shall be entitled to suspend delivery until advance payment has been made or appropriate security has been provided. If the advance payment has not been made and the security has not been provided within the date fixed by CINAS, CINAS shall be entitled to either cancel or maintain the delivery. In the latter, CINAS may claim payment for losses and costs, including legal fees and expenses.

DELAY

Unless otherwise stated in writing by CINAS, delivery shall take place without delay in proper consideration of the delivery time of CINAS' sub-suppliers. In the event that delivery time has been agreed, the delivery time is considered observed if CINAS can document prior to expiration of the delivery time that the delivery has been shipped and is at the purchaser's disposal. The delivery time is extended if the purchaser makes a request for changes in or supplement to the delivery. If delay occurs, howsoever occurred, the purchaser may cancel the agreement in the event that the delay is material to the purchaser and the purchaser has drawn CINAS' attention to that fact. Late delivery, howsoever occurred, does not entitle the purchaser to compensation for neither direct nor indirect losses unless the purchaser can document that the delay is due to gross negligence or fraud on CINAS' part. The sold product is delivered ex CINAS' stock in Denmark or ex CINAS' production facility in China (Incoterms 2000). The risk passes to the purchaser at the purchaser's collection of the delivered product. CINAS shall be obliged to insure transportations by CINAS' carrier in which events the risk for the delivered passes to the purchaser upon the purchaser's receipt of the product on the destination. When transported by the purchaser's own carrier, the risk of the product passes to the purchaser upon the purchaser's receipt of the product in CINAS' storage facilities or production facility. If the purchaser cannot take the agreed quantity or parts thereof, CINAS shall invoice the purchaser for the products on the agreed delivery date. After that, the products remain in CINAS' storage facilities or production facility for the buyer's account and risk. 3 weeks prior to the agreed delivery date at the minimum, the purchaser may make a request but not a demand that the delivery date is changed, and in certain cases the purchaser and CINAS may agree to change the delivery date observing the above minimum notice of 3 weeks.

DEFECTS

The purchaser is under an obligation to examine thoroughly the delivered product immediately on delivery. If the purchaser finds or ought to have found that the products are defective, the purchaser shall give written notice of the defects within 8 days as from the delivery. If complaints are not made in time, the purchaser's right to complain lapses. If defects appear in the delivered product for which CINAS is responsible, CINAS shall be entitled to effect replacement supply, remedial actions or take back the products against repayment of the purchase price within 30 days after CINAS' receipt of a written complaint about the specific product. In such cases, CINAS shall be entitled to claim return of the defective products at the same time as replacement supply, remedial actions or repayment of the purchase price takes place. Pursuant to the Danish Sale of Goods Act, the two-year complaints rule shall apply at sale to non-traders as from the purchaser's receipt of the delivered products. If CINAS effects replacement supply or initiates remedial actions in time, the purchaser shall not be entitled to cancel the agreement, claim reduction of the purchase price or claim any other kind of compensation from CINAS due to the found defects. In connection with replacement supply or remedial actions, if any, the purchaser shall loyally contribute to the execution of such actions. In the event that CINAS finds no such defects for which CINAS may be held liable, CINAS shall be entitled to compensation for work and costs undertaken by CINAS. If CINAS effects no replacement supply or if remedial actions are not initiated in time, the purchaser shall be entitled to claim cancellation of the agreement or to claim compensation/proportional reduction according to general Danish law as the purchaser's rights in such cases are limited in accordance with general Danish law. If no replacement supply or remedial actions are initiated, complaints cannot be made after the expiration of the originally agreed time allowed for complaints. In no event, CINAS shall be liable to operating loss, lost profits or other indirect losses arisen out of found defects. At sale to non-traders, the purchaser can claim compensation in accordance with the rules stipulated in the Danish Sale of Goods Act.

RETURNING

The agreement on delivery is binding upon the receipt of a written order confirmation. Returns are only received according to agreement and shall be sent to CINAS free delivered, whole and undamaged and in unopened packages. The charged amount less 20% is credited to the purchaser if CINAS has agreed to the returning.

PRODUCT LIABILITY

The limitation of liability stated below shall apply unless otherwise provided by mandatory Danish law: CINAS is only liable to personal injury caused by the supplied products if it is documented that the injury is not due to gross negligence on CINAS' part. CINAS is not liable to damages caused by the supplied products on real and personal property belonging to the purchaser. Neither is CINAS liable to damages on products produced by the purchaser of which CINAS' products are a part or products of which such products of the purchaser are a part. The purchaser is obliged to indemnify CINAS to the same extent that a product liability may be imposed on CINAS. The purchaser is under an obligation to have legal actions taken against him at the same court at which the product liability case against CINAS is being heard.

RETENTION OF TITLE

CINAS reserves the title to the sold product until the product has been fully paid. The purchaser cannot exercise a lien in the supplied products whether the purchaser believes to have a counter claim against CINAS or not. In the event of the purchaser's default, CINAS shall be entitled to collect the delivered products without prior notice to the purchaser, and the purchaser shall be obliged to hand over the delivery. At repossession in accordance with the retention of title, the purchaser shall be entitled to compensate CINAS for any losses and costs, including legal costs put to CINAS. Until the purchaser has paid the total purchase price, the purchaser shall not be entitled to effect resale, pledge, lending, renting or the like of the delivered products or to have the delivered implemented in real estate in such a way that the retention of title cannot be maintained. If third party initiates legal proceedings against the delivered products, including levying of execution, the purchaser shall be obliged to inform CINAS immediately.

LIMITATION OF LIABILITY

CINAS' liability for damages, if any, shall be limited to incidents where CINAS has acted gross negligent or deliberately. Such liability for damages does not include any kind of indirect loss, including operating loss, loss of profits, loss of goodwill etc. Further, CINAS' liability for damages, if any, is maximised at an amount corresponding to the total fee in accordance with the specific order confirmation forwarded by CINAS to the purchaser, however at a maximum of DKK 50,000 in each specific case. CINAS makes reservations as to typographic errors, price errors and changes in VAT and duties.

FORCE MAJEURE

If CINAS due to circumstances beyond CINAS' control occurred after the conclusion of the order, including but not limited to strike, lockout, fire, lack of means of transportation, war, exchange controls, prohibition of import/export etc. is hindered from delivery on time, the obligation to deliver is suspended during the span of the hindrance. The purchaser shall be entitled to cancel the purchase in accordance with the conditions under "Defects" but in that event the purchaser shall not be entitled to make a claim for compensation. In the event that the delivery hindrance has lasted for more than 30 days, CINAS shall be entitled to cancel the purchase without entitling the purchaser to make a claim for compensation of any kind. It lies with the party who wishes to invoke force majeure to immediately inform the other party of the arising and termination of the force majeure.

INTELLECTUAL PROPERTY RIGHTS

All CINAS' intellectual property rights, including but not limited to design rights, patent rights, copyrights, trademark rights and know-how relating to CINAS' products etc. belong without limitation to CINAS, and the purchaser is not entitled to make use of such rights without CINAS' express written consent to such use.

LEGAL VENUE AND GOVERNING LAW

Disputes arising out of these "Terms for sale and delivery" shall be governed by Danish law, and the venue for legal proceedings initiated by the purchaser shall be the Copenhagen Maritime and Commercial Court. The venue for legal proceedings initiated by CINAS against the purchaser is the Copenhagen Maritime and Commercial Court or the purchaser's appropriate venue, all at CINAS' own discretion.

These terms for sale and delivery are made in Danish and English. In case of discrepancies between the two versions the Danish version shall prevail.