

GENERAL CONDITIONS OF SALE AND DELIVERY

PREAMBLE

1. These General Conditions shall apply to all contracts entered into with Draweco ApS (the "Contractor") regarding the Contractor's sale and delivery of products or performance of services (the "Works") to the Purchaser. Any modifications of or deviations from these General Conditions must be explicitly agreed in writing.

DRAWINGS AND DESCRIPTIONS

2. All drawings and technical documents relating to the Works submitted by one party to the other prior or subsequent to the formation of the contract shall remain the property of the submitting party.

Drawings, technical documents or other technical information submitted by one party to the other party shall not be used for any other purpose than that for which they were provided. They may not, without the consent of submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party without the prior written consent of the submitting Party.

PASSING OF RISK

3. Unless otherwise agreed delivery of the Works shall be Free Carrier (FCA) as per Incoterms 2010.

Any risk of loss or damage to the Works not covered by the first paragraph of this Clause shall pass to the Purchaser on taking-over of the Works.

TAKING-OVER TESTS

4. When erection has been completed taking-over tests shall be carried out at the Purchaser's expense.

5. If the Purchaser fails to fulfil his obligations or otherwise prevents the taking-over tests from being carried out, the tests shall be regarded as having been satisfactorily completed.

6. If the taking-over tests show the Works not to be in accordance with the contract, the Contractor shall without delay remedy the deficiencies.

Minor deficiencies which do not affect the efficiency of the Works shall not prevent taking-over.

COMPLETION. CONTRACTOR'S DELAY.

7. The Contractor shall be entitled to an extension for the time for completion if delay occurs:

- a) because of force majeure
- b) as a result of variation work requested by the Purchaser
- c) by any default on the part of the Purchaser.

8. If completion of the Works is prevented or delayed by the Contractor's default, the Purchaser may require the Contractor to complete the works within a final reasonable period. If the Contractor fails to complete the Works within such period, the Purchaser may by notice to the Contractor terminate the contract in respect of such parts of the Works, which due to the Contractor's failure, cannot be used as intended by the parties.

If the Purchaser terminates the contract, he shall be entitled to compensation for the loss he has suffered as a result of the Contractor's delay. The total compensation shall not exceed 15 % of that part of the contract price which is attributable to the part of the Works in respect of which the contract is terminated.

9. Termination and damages under Clause 8 is the only remedy available to the Purchaser in case of delay on the part of the Contractor.

PAYMENT

10. Payment shall be made as specified in the contract.

11. If the Purchaser fails to pay by a stipulated date, the Contractor shall be entitled to interest from the day on which payment was due. The rate of interest shall be 1.0 % per commenced month.

In case of late payment, the Contractor may, after having notified the Purchaser, suspend his performance of the contract until he receives payment.

If the Purchaser has not paid the amount due within three months, the Contractor shall be entitled to terminate the contract by notice to the Purchaser and to claim compensation for the loss he has incurred. The compensation shall not exceed the contract price.

RETENTION OF TITLE

12. The Works shall remain the property of the Contractor until paid for in full, including payment for the erection of the Works, to the extent that such retention of title is valid under the applicable law.

LIABILITY FOR DEFECTS

13. The Contractor shall remedy any defect or non-conformity (hereinafter termed defect(s)) in the Works resulting from faulty design, materials or workmanship.

14. The Contractor's liability is limited to defects in the Works which appear within a period of one year from taking-over.

15. The Purchaser shall without undue delay notify the Contractor of any defect which appears. Such notice shall under no circumstance be given later than two weeks after the expiry of the period given in Clause 14.

The notice shall contain a description of the defect.

If the Purchaser fails to notify the Contractor of a defect within the time-limits set forth in this Clause, he loses his right to have the defect remedied.

Where the defect is such that it may cause damage, the Purchaser shall immediately inform the Contractor.

Repair shall be carried out at the site of the Works, unless the Contractor deems it appropriate that the defective part is returned to him for repair or replacement.

16. The Purchaser shall at his own expense arrange for any dismantling and reassembly of equipment other than the Works, to the extent that this is necessary to remedy the defect.

17. Where the defect has not been successfully remedied:

a) the Purchaser is entitled to a reduction of the contract price in proportion to the reduced value of the Works, provided that under no circumstance shall such reduction exceed 15 per cent of the contract price, or

b) where the defect is so substantial as to significantly deprive the Purchaser of the benefit of the contract, the Purchaser may terminate the contract by notice to the Contractor. The Purchaser is then entitled to compensation for the loss he has suffered up to a maximum of 15 per cent of the contract price.

18. The Contractor is not liable for defects arising out of materials provided, or a design stipulated or specified by the Purchaser.

19. The Contractor is liable only for defects which appear under the conditions of operation provided for in the contract and under proper use of the Works.

20. Unless stipulated otherwise in Clauses 13 - 19 the Contractor shall not be liable for defects.

This applies to any loss the defect may cause including loss of production, loss of profit and other indirect loss.

21. The Contractor shall not be liable for any damage to property or personnel caused by the Works. Nor shall the Contractor be liable for any damage to products manufactured by the Purchaser.

FORCE MAJEURE

22. Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous due to force majeure events beyond the control of the party seeking to invoke force majeure.

23. The party claiming to be affected by force majeure shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance. If force majeure prevents the Purchaser from fulfilling his obligations, he shall compensate the Contractor for expenses incurred in securing and protecting the Works.

24. Regardless of what might otherwise follow from these General Conditions, either party shall be entitled to terminate the contract by notice to the other party if performance of the contract is suspended under Clause 22 for more than six months.

CONSEQUENTIAL LOSSES

25. Unless stipulated otherwise in these General Conditions there shall be no liability for either party towards the other party for loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever.

DISPUTES AND APPLICABLE LAW

26. The contract shall be governed by the substantive laws of Denmark.

27. All disputes arising out of or in connection with the contract shall be settled before a neutral court, with the city court of Stockholm as the court of first instance.