General Conditions of Sales

1. Applicable Conditions
These General Conditions of Sale ("General Conditions") apply to all sales and deliveries by ChemoMetec A/S ("Seller"). The application of any terms and conditions of the buyer ("Buyer") is hereby expressly excluded unless otherwise agreed in writing.

2. Offers and Orders
All offers submitted by the Seller are open for acceptance within thirty (30) calendar days from the date of issuance. No subsequent purchase order ("Order") made by the Buyer shall be binding on the Seller unless and until confirmed by the Seller in writing or by form or complied therewith by shipment of goods and submission of an invoice. Orders shall, as a minimum, include i) the order number, ii) the type and quantity of the goods to be purchased, iii) the requested delivery place and delivery date(s), and iv) any other special information or requests required by these General Conditions. Once the Buyer has placed its Order, the Buyer cannot cancel or change it without the Seller's written consent.

3. Invoicing and Payment
Until thirty (30) days before the agreed date of delivery, prices remain subject to alteration by Seller. In case Seller raises a price, Buyer shall be entitled to withdraw from the unfulfilled part of the contract within fourteen (14) days of being informed of the increase. If a price increase is due to higher transport charges, Buyer shall not be entitled to withdraw from the contract. Incidental expenses, such as bank charges incurred in remittance and charges for release of shipping documents, are for Buyer's account. Buyer may offset or withhold payment on the grounds of counterclaim only if such counterclaim has been acknowledged by Seller or confirmed by final court decree.

If not otherwise agreed in writing, Buyer shall pay the price of goods within thirty (30) days of the date of Seller's invoice. If Buyer fails to make any payment on the due date, Seller shall, at his discretion, be entitled to charge Buyer interest on the amount unpaid, at the rate of 1% (one percent) for each month, until payment is completed. Written first reminder is sent seven (7) days after maturity. After further seven (7) days, a second written reminder will be output, including a reminder fee of EUR 20. Should Buyer be in arrears with payment or should there be reasonable doubts as to Buyer's solvency or credit rating, Seller - without prejudice to his remaining rights - shall be entitled to require payment in advance for deliveries not yet effected, and to require immediate payment of all claims of Seller arising from the mutual business relations.

4. Deliveries and Acceptance

Seller shall be relieved from his obligations to supply for as long as Buyer is in arrears with a due payment. Agreed delivery terms refer to the date the risk passes to Buyer. Should the delivery date be exceeded due to Seller's fault, Buyer, after expiry of a reasonable extension of the term of delivery granted by Buyer in writing, and under exclusion of any further rights, shall be entitled to withdraw from the contract or to claim damages. Claims for damages by Buyer on the grounds of late delivery or non-delivery are, however, limited in amount to the invoice value of the quantity of goods delayed or not delivered, unless due to wilfulness or gross negligence on the part of Seller, Seller is liable without limitation under any applicable compulsory statutory legislation. Unforeseen breakdowns, delayed deliveries or non-delivery by Seller's suppliers, shortage of labour, power or raw materials, strikes, lock-outs, difficulties in providing means of transport, transport hold-ups, official restraint, and any events of force majeure shall relieve the party affected thereby from his obligation to supply or take the goods respectively for the duration of and to the extent of impact of such hindrance; should delivery or acceptance be delayed for more than one month, each party, under exclusion of all further claims, shall be entitled to withdraw from the contract with respect to the quantities affected thereby.

5. Shipment and Risk
Shipment and delivery are Ex Works. Exceptions must be explicitly stated on the order confirmation and invoice.

6. Complaints
Buyer must check that the delivered material is of contractual quality and suitable for the intended purpose. If this is not done at all or not carried out in the appropriate manner, or if obvious defects are not promptly reported to Seller, at the latest within 30 days of receipt of the goods, then the goods shall be considered as approved in respect of such defects. Any complaints must quote the date of the Order and invoice and dispatch number. Goods under complaint may not be returned except with Seller's express consent. In the case of justified and properly notified complaints, Seller shall only be obligated, at his discretion, taking Buyer's interests adequately into account, i) to reduce the price, ii) remedy the defect, iii) exchange the goods, or iv) take the goods concerned back refunding the purchase price. Should Seller not fulfill this obligation, Buyer shall have the right to choose from these remedial measures. Further claims by Buyer are excluded, as far as legally permitted; this applies particularly to compensation claims for damages not pertaining to the goods themselves (consequential damages). If by agreement the goods are sold as sub-standard or second standard (not first quality), Seller is exempt from any liability whatsoever unless the delivered material varies from the contractual quality sold as sub-standard or second quality.

Unless otherwise specified, the Buyer shall bear the cost and risk of loss of or damage to defective goods in shipment to the Seller and in shipment to the Buyer of repaired or replaced goods. Any defective goods which are replaced by the Seller shall become the Seller's property.

7. Liability, withdrawal from Contract
Buyer shall be entitled to claim compensation or withdraw from the contract only in such cases and to such an extent as expressly stated in these General Conditions. Buyer shall have no other or further rights and Seller shall be exempt from any other or further liability whatsoever, whether in contract or under law of torts, unless due to wilfulness or gross negligence on the part of Seller, Seller is liable without limitation under any applicable compulsory statutory legislation.

8. Products Liability
The Seller shall only be liable for damage to property and personal injuries (product liability) caused as a consequence of defects in the goods delivered to the extent that it is documented that such defect arose due to the Seller's errors or omissions that could not have been prevented by the Buyer's inspection of the goods. If the Seller incurs product liability towards a third party, the Buyer shall indemnify the Seller to the extent that the liability of the Seller is limited herein.

The Seller is not in any event liable for any product liability claimed by the Buyer, or a third party save as covered under the Seller's product liability insurance policy.

9. Reservation of Proprietary Rights
The goods shall become the property of the Buyer only after he has settled all his obligations arising from the mutual business relations.

Buyer shall collaborate in any measures Seller may take to protect his proprietary rights in the delivered goods. If a third party should try to assert or substantiate rights in the goods, Buyer shall inform Seller immediately.

10. Restrictions on Buyer's use of the goods
Seller's goods are intended for research purposes only and are not to be used for any other purposes. Any use of the goods purchased from Seller and/or any modification of such goods for commercial

purposes is strictly prohibited unless Seller has given its prior written consent.

11. Trademarks

Many of the goods supplied carry a trademark. Should such goods be repacked, re-decanted or further processed, or mixed with other substances, the trademark may be used in connection with repacked, re-decanted or further processed goods by Buyer only with the express written consent of trademark owner.

12. Applicable Law and Jurisdiction

These General Conditions and all sales and deliveries made by Seller shall be governed by the laws of Denmark, without giving effect to the country's choice of law rules. Any disputes arising from these General Conditions as well as from sales and deliveries made hereunder, which cannot be solved amicably, shall be subject to the exclusive jurisdiction of the district court of Copenhagen, Denmark.

13. Warranty

Seller grants Buyer a warranty period of 12 months for the goods delivered if nothing else has been agreed in writing. This warranty covers defects in materials, faulty workmanship, and construction defects, in which situations the supplier will replace defective parts if any. Subsequent damages, packing freight, customs duties, re-establishment costs, consequential loss, etc., are not included in the warranty. Furthermore, the warranty does not cover defects or breakdowns being a consequence of natural wear and depreciation, wrong installation, handling and storage, unintended use, lack of reasonable maintenance or operation by the Buyer or Buyer's agent or representative. The warranty will be discontinued and be void should the Buyer carry out any intervention or modification of the goods delivered without the Sellers's explicit approval.

For the avoidance of doubt, the Seller's warranties do not apply to goods not purchased from the Seller or through the Seller's sales channels. Accordingly, the Seller does not make any warranties about goods purchased from a third party.

THE SELLER MAKES NO OTHER WARRANTIES EXCEPT THOSE EXPLICITLY CONTAINED HEREIN. THE SELLER DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE TO THE EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW.

These General Conditions do not apply to purchase of services.
Services are sold by ChemoMetec A/S under separate terms stated in the Service Plan purchased from ChemoMetec A/S.

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