



General terms and conditions for sale of equipment

1. APPLICATION AND SCOPE

1.1 These general terms and conditions apply between Ajos AVS ("Ajos") and the purchaser notwithstanding any opposing or divergent provisions in the order, etc. placed by the purchaser, unless Ajos has accepted in writing to derogate from these general terms and conditions.

2. QUOTATION AND OFFER

2.1 Ajos' quotation is valid for 30 days, but is made subject to prior sale.

2.2 No binding agreement exists between the parties until Ajos has confirmed acceptance by means of an order confirmation or an invoice.

2.3 Where Ajos' order confirmation or invoice disagrees with the purchaser's order the purchaser must complain forthwith. If not, the purchaser will be bound by the contents of the order confirmation or invoice.

3. PRICES

3.1 Prices in Ajos' order confirmations or invoices are exclusive of VAT, indirect taxes and transport and delivery costs, unless otherwise stated. Ajos reserves the right to change the price, if there are considerable changes in customs duties, direct and indirect taxes, exchange rates or the like.

4. DELIVERY AND RISK

4.1 Delivery has been agreed as ex works (Incoterms 2000), i.e. that the risk for the sold goods is transferred to the purchaser when the sold goods are at the purchaser's disposal either at Ajos (if Ajos has possession of the sold goods) or at Ajos' supplier (if the sold goods are transported directly from the supplier to the purchaser).

4.2 Any transport of the sold goods carried out by Ajos from Ajos' warehouse takes place at the purchaser's cost and risk.

5. TIME OF DELIVERY, DELAY AND LIABILITY FOR DELAY

5.1 The time of delivery is stated in the relevant order confirmation or invoice. Ajos accepts no liability for observing the stated times of delivery as the stated times of delivery are only estimated.

5.2 Moreover Ajos makes reservations for any delay caused by strike, lockout, fire, force majeure or any delay in supplies from a third party. In case of delay caused by such circumstances the purchaser is not entitled to assert any remedy for breach. Consequently, the

purchaser is e.g. not entitled to terminate the purchase order for breach, claim compensation or any proportionate reduction of the purchase price, and Ajos cannot be made liable for direct or indirect damage or loss, including consequential loss, loss of profits, loss of time or the like. Where Ajos notwithstanding the above may incur a liability for delay, Ajos' liability for delay may in no circumstances exceed 20% of the invoiced price (exclusive of VAT, indirect taxes and transport costs, etc.) for the delayed goods, however, never exceeding DKK 0.5m.

6. PAYMENT TERMS

6.1 Credit is as stated in the relevant order confirmation or invoice. Where nothing else is stated credit is net 15 days from date of invoice.

6.2 Ajos reserves the right of ownership of the sold goods until payment is effected. Where the purchaser does not fulfil his payment obligation Ajos is entitled to take the sold goods back.

6.3 Where the purchaser does not pay on time Ajos is entitled to charge default interest at 1.5% per month or fraction of a month as from the due date. Furthermore, Ajos is entitled to terminate the agreement with the purchaser for breach or to retain the supply in full or in part, if the purchaser does not pay the amount due.

7. DEFECTS AND LIABILITY FOR DEFECTS

7.1 Where the delivered goods have defects for which Ajos is liable Ajos may at their own discretion choose to repair the sold goods or make a replacement supply or offer a proportionate reduction or credit the purchase. Ajos' liability for defects is expressly limited to the above-mentioned remedies for breach, and Ajos cannot be made liable for direct or indirect damage or loss, including consequential loss, loss of profits, loss of time or the like. Where Ajos notwithstanding the above may incur a liability for defects, Ajos' liability for defects may in no circumstances exceed 100% of the invoiced price (exclusive of VAT, indirect taxes and transport costs, etc.) for the delayed goods, however, never exceeding DKK 0.5m.

7.2 Where the sold goods are used equipment this has been sold in its present state and condition, and the purchaser cannot raise a defects claim against Ajos for used equipment, unless Ajos on delivery of the sold goods was or should be aware of any defects in the sold goods.

7.3 Where the sold goods are used for another purpose or in any other way than described/intended/contemplated by Ajos or than



stated in any in-structions or manuals Ajos is exempt from liability. This also applies if any prescribed/recommended servicing/main-tenance/inspection is not adhered to. Changes to the sold goods caused by ordinary wear and tear do not constitute any defects.

governing law (however, the International Sale of Goods Act does not apply). Judgments may be appealed in accordance with the general rules of Danish law.

8. COMPLAINTS

8.1 The purchaser must forthwith after receipt of the sold goods check that the sold goods are in compliance with what the parties have agreed. Complaint concerning defects in quantity or visible defects must be made in writing forthwith and no later than eight days after the defect has been discovered or should have been discovered; however, never later than two weeks after receipt of the sold goods.

8.2 Where the sold goods have latent defects the purchaser must complain immediately after the defect was found or should have been found. In ad-dition to this it also applies that a complaint pursuant to this clause in all circumstances must be made no later than six months from receipt of the sold goods.

8.3 Where complaints are not made pursuant to the above clauses the pur-chaser has forfeited the right to raise any claim against Ajos.

9. TRADE-IN PRICES

9.1 Where Ajos takes used equipment in trade the purchaser bears the risk for the equipment until Ajos possesses the equipment in trade. All trade-in prices are fixed assuming that the equipment in trade has been maintained and checked as prescribed, and that no decrease in value has arisen in any way with respect to the equip-ment in trade during the time until delivery to Ajos has taken place.

10. PRODUCT LIABILITY

10.1 Ajos disclaims any product liability to the greatest possible extent. Consequently, Ajos only incurs product liability to the extent which follows from any mandatory legislation. Subject to the same limitation Ajos cannot be made liable for direct or indirect damage or loss, including consequential loss, loss of profits, loss of time or the like. Ajos' product liability may in no circumstances exceed 100% of the invoiced price (exclusive of VAT, indirect taxes and transport costs, etc.) for the sold goods, however, never exceeding DKK 0.5m.

11. FORUM AND GOVERNING LAW

11.1 Any disagreements in connection with these general terms and conditions and their interpretation must be settled in the court of first instance of Ajos' registered office with Danish law being the