

1. **Preamble/Scope.** The following general terms of sales and delivery applies to all quotations, orders and supplies as long as these are not deviated from in any other written agreement between both parties. KS Technology ApS is hereinafter referred to as KS. The terms also apply to installation, service and repair works mentioned in clause no. 9.
2. **Quotations.** Unless otherwise stated, quotations submitted by KS are valid for a period of 90 days from the date of issue. See order confirmation in clause no. 3. For orders placed after expiration of the time limit, KS reserves the right to alter the offer. All prices are excluding value added taxes or any other duties, installation and packaging, unless otherwise stated in the quotation.
No agent, representative or distributor is authorized to make alterations or additions to KS offers, and KS shall undertake no responsibility whatsoever for such changes, unless KS has consented in writing.
3. **Orders.** Any order shall be confirmed in writing by KS in order that an agreement on supplies can be considered as binding. The order will be supplied at a confirmed price subject to price increases resulting from changes in trade conditions, duties, rates of exchange, raw material supplies, and similar conditions beyond KS' control. Cancellation of orders will only be accepted as per agreement and against payment of KS' loss, including loss of profits incurred. Illustrations, dimension sketches, as well as the contents of leaflets, production descriptions, catalogues, circular letters, etc. are approximate and with no binding effect. When executing the order, KS reserves the right to make any changes which are deemed necessary from a technical point of view. The order will be produced and delivered according to the Machinery directive 98/37/EC, unless otherwise agreed upon and explicitly mentioned in the order confirmation.
No agent, representative or distributor is authorized to make additions or alterations to any confirmation or contract, and KS shall undertake no responsibility whatsoever, unless KS has consented in writing.
4. **Delivery Terms.** Unless otherwise specified in writing, goods are sold ex works (EXW) cf. Incoterms 2010. The delivery time is counted from the date of KS' written order confirmation, on the condition that all technical details and formalities for the execution of the order are available at that date. If confirmed, pre-payment, irrevocable Letter of Credit (IL/C) or other payment security agreed upon, this must also be available to KS. If not, the delivery time is counted from the date when all conditions are settled. If the buyer omits to receive the supplies on the date agreed upon, the buyer is nevertheless obligated to effect any payment conditioned by the delivery as if the delivery had taken place. Furthermore, KS can cancel the agreement and claim damages for the loss inflicted on KS by the failure of the buyer. If delay in delivery is due to war, strike, lockout, and other force majeure or political conditions, or lack of sub supplies, raw materials and supplies beyond KS' control, or to the buyer's action or failure, the delivery time is extended accordingly. In these cases, KS is not liable for damages to the buyer. If the buyer should not observe the conditions stipulated for payment of the purchase amount, KS shall be under no obligation to deliver. No claims will be accepted at delays in delivery, which does not owe to KS non-compliance, and the buyer is not entitled to cancel the agreement for this reason. The goods will be packed according to KS' judgement, and expenses will be charged to the buyer, unless packing has been explicitly incorporated into the quotation. Shipment is always carried out on the account and risk of the buyer, even in case of carriage paid, and the buyer must therefore arrange for the necessary transport insurance unless otherwise agreed.

5. **Payment.** On request of KS, payment is to be secured by a banker's guarantee or an irrevocable Letter of Credit, at KS' choice, if no other written agreement exists. The terms of payment are: 30% with order net cash, 60% when equipment is ready for delivery at KS and 10% after approved commissioning, though max. 30 days after delivery. The buyer shall not be entitled to withhold payment because of any counterclaims, not approved by KS. If payment should be effectuated later than the stipulated settling date, interest shall be paid on overdue payments at the rate of 2 % a month added from the beginning of every new month.
In case prepayment has been agreed upon, punctual payment will be a condition for initiation of the job. Is prepayment paid at a later date, the time of delivery is extended accordingly. Any payment should be effectuated directly to KS Technology ApS, Kingosvej 51, 9490 Pandrup, Denmark.
6. **Ownership.** The ownership of the delivered goods remains with KS, until the entire amount with all allowances and rate of interest has been paid for or the agreement has been fulfilled. The buyer is under obligation to keep the goods insured at the total new value from the date of delivery until full payment has been made.
7. **Liabilities for Defects.** KS undertakes to remedy any defect in or failure of the goods supplied within a period of 12 consecutive months from the date of delivery provided normal use, though maximum 1800 working hours. This liability of KS shall be accepted and acknowledged by the buyer and applies for the same period. The right to remedy comprises remedy of faults, which are due to construction, manufacturing or materials. This liability does not apply to defects caused by the omission of the buyer to maintain and use the goods in full accordance with given instructions, or if remedy is carried out by other than the workshops approved by KS. Remedy of defect in or failure on the function of the supply, owing to adverse influence of cold, dust or similar on erection site, is not covered. If the buyer wants to complain about any defects, the complaint is to be made in writing immediately and at the latest 48 hours after the defect has been discovered or should have been discovered. Defect parts that are replaced are to be placed at KS' disposal. At repair at buyer's address KS does not cover the costs for travelling and accommodation for KS personnel. At repair at KS, KS does not cover buyer's costs for demounting of defective parts, transport and remounting of repaired parts. Consequential damage in connection with repair is not covered by KS. The right to remedy for the supply is annulled by change of owner. Parts of the supply, which have not been manufactured by KS will only be compensated for to the same extent as KS is compensated by sub suppliers.
8. **Liability for Damage Caused by the Goods (Product Liability).** KS shall be liable for personal injury caused by a product made by KS if it has been proved that such injury was caused by fault or negligence by KS or others, for which KS is responsible, unless the product was in optimum condition after production. KS is, however, not responsible for damage to real estate or movables which has taken place while the supply is in the buyer's possession, or damage to products manufactured by the buyer or products in which these are included. The same applies to damage in connection with any of the events mentioned in clause no. 4. KS is not responsible for trading loss, loss of time, lost profits, lost wages, or any other indirect loss. KS accepts no liability for damage later than 6 months from the damage has occurred or for damage caused by goods later than 5 years from the date of delivery. As far as product liability to third party will be imposed on KS, the buyer is under obligation to indemnify KS to the same extent as KS' liability is limited by the above clause.

9. **Installation, Service and Repair Works.** All supplies are excl. of installation unless otherwise in written agreed upon. Installation can be arranged by KS' fitters in accordance with the conditions for installation. The positioning and installation of KS' equipment is the responsibility of the buyer, for which buyer shall always be responsible for obtaining the requisite permissions and approvals from as well the building authorities as the factory inspectorate or other relevant authorities, and buyer shall be responsible obtaining such permissions and approvals. All expenses to cover building works, including changes and reinforcements that will prove necessary before and after delivery of the product and installation, must be covered by buyer.
Prices stated for service and repair works are calculated to the best of KS' judgement on the basis of available information and shall be considered as rough estimates unless otherwise specified in writing. The main prerequisite for the performance of a correct and punctual job of installation, service and repair works by KS is that the purchaser ensures free and unobstructed access to the site. It is the responsibility of the buyer to provide for the installation of supply of electricity and the supply of compressed air. With regards to service and repair works, KS' liability comprises solely those spare parts provided by KS and repairs and modifications etc. carried out by KS.
10. **Acceptance test.** If an acceptance test is agreed upon, the test should be made at the place where the supply is manufactured, unless otherwise agreed. If technical specifications are not stated in the agreement, test is to be carried out in compliance with customs within the industry concerned in the country in which the supply is manufactured. KS shall give the buyer notice regarding such acceptance test, that the buyer can observe the test. An acceptance test can be held even if buyer is not represented, in the event that the buyer has been given notice. KS shall maintain a record of the acceptance test. Test record is to be sent to buyer. The test record is to be considered to give a correct description of the achievement of the acceptance test and the result of the acceptance test, unless buyer produces evidence to the contrary. If at the acceptance test the supply indicates not to be contractual, KS shall ensure that supply is made consistent with the agreement as soon as possible. On the orders of the buyer, a new acceptance test shall be carried out subsequently. If the defect was minor, a new acceptance test cannot be requested. Unless other division is agreed, KS shall carry all costs regarding the acceptance tests, which are carried out, where the supply is manufactured. The buyer, though, carries all costs for his representatives, such as travelling and accommodation and test material, free delivered, in connection with such acceptance tests.
11. **Special Conditions.** Where the above-mentioned conditions are not applicable, KS refers to "ORGALIME". In the event of discrepancy between "ORGALIME" and KS' general terms of sale and delivery, the latter shall take precedence.
12. **Arbitration Clause.** Unless otherwise agreed, all disputes between the parties arising in connection with the contract shall be finally settled by arbitration of a Danish Institute of Arbitration established court of arbitration. Dispute is ruled in compliance with present Danish law and according to the present rules of the court of arbitration.