

Introduction

The general purchasing terms stated below must be used for deliveries to companies within the Pressalit Group A/S (in the following called "buyer") provided the parties do not deviate or change these terms with a written agreement. The supplier's (in the following called "seller") ordinary delivery terms are only used – partially or wholly – to the extent these are expressly confirmed in the agreement by buyer. In these purchasing terms, agreement must be understood as the agreement of which these terms comprise an integrated part.

Price and payment terms

The prices specified on the offer and order are fixed; however seller shall be obligated to invoice buyer at a reduced price if the seller reduces his prices prior to the day of delivery. The prices stated by seller must be specified delivered DDP pursuant to Incoterms 2000 at the address stated by buyer unless otherwise accepted in writing by buyer. Prices must thus include transport, packaging, documentation, insurance, customs duty, tax, levies, charges, etc. Prices must be clearly stated in currency. In the absence of other specification, the prices stated by supplier will be considered as stated in DKK. Buyer's payment terms are end of month invoice + 60 days. Both periods are calculated from the time of invoicing or receipt of the product if this time is later. Buyer is entitled to change these terms and conditions with 30 calendar days' notice with effect on all orders issued by buyer after the expiry of the notice period.

Order and order confirmation

Buyer issues an order that may contain several deliveries. The order is forwarded to seller either electronically or by fax. Seller must confirm buyer's order in writing within 3 working days after the order date. In the absence of this, buyer is then entitled to decide that the order and a possible subsequent confirmation from seller are not binding for buyer. As a minimum, seller's order confirmation must contain the following information:

- | | |
|---------------------------|-----------------------------|
| a. Price | b. Delivery date |
| c. Quantity | d. Buyer's order number |
| e. Buyer's product number | f. Agreed place of delivery |
| g. Buyer's name | |

Buyer is only obligated by the order confirmations that are in accordance with the purchase order.

Delivery

Partial delivery is not permitted unless otherwise agreed. Seller must deliver the products to buyer on the delivery date at the agreed place of delivery as stated in the order. The products must be delivered within buyer's normal opening hours and be marked with buyer's product number and order number. A packing list must be included containing product number, order number, quantity delivered, certificates (where agreed), clear specification of the product as well as the buyer's name. Unless otherwise agreed, the weight of each package may not exceed 11 kg. The quantity delivered may vary +/- 10% in accordance with the quantity ordered unless otherwise agreed. All documentation must be of a legible quality and prepared in Danish unless otherwise agreed.

Delay

Seller must immediately notify the buyer of any delay or expected delay. If the delivery is expected to take place after the agreed delivery date and has not taken place on the agreed delivery date, buyer is entitled to cancel the entire order or parts of it without notice unless otherwise agreed. Urgent shipments occur at seller's account.

Defects

The delivery is considered as defective if it does not correspond to the specifications stated by buyer (including agreed quality assurance, process control, measuring reports, quantity, dispatching goods inspection at the seller) or does not otherwise correspond to ordinary good standards for products of the type concerned. Within a reasonable period following receipt of the product, buyer shall conduct

an inspection of the product carried out in accordance with the incoming goods inspection and the routines connected to this, which are applicable to the buyer. Within 3 working days, seller must be notified of any flaws and defects the inspection raises.

If the delivered products have defects, buyer has the right, according to buyer's choice, to wholly or partially cancel the agreement, return the product to seller at seller's own account and risk, demand re-delivery or a subsequent delivery of new products. Possibly in combination with the aforementioned right regarding defects, the buyer can furthermore demand that the seller remedies the defects and also contributes to the sorting of the delivered products at the place of delivery, just as buyer shall be entitled to remedy the defects at seller's account possibly in combination with the aforementioned right regarding defects.

Moreover, if the agreement is not cancelled, buyer has the right to demand a proportionate discount on the purchase sum as well as demand compensation for loss pursuant to the ordinary rules of Danish law including subsequent costs. Buyer's payment for the products does not imply the waiving of submitted claims to seller caused by flaws and defects.

Guarantee

Unless otherwise agreed in writing, seller must provide 24 months' guarantee that the products delivered by seller are free of defects. The period is calculated from the time buyer receives the product. Seller must also guarantee that the product complies with all public requirements, including environmental and safety standards.

Intangible rights

All specifications, drawings, information, moulds, templates, tools and other materials that buyer has supplied or which has been produced or purchased by seller for buyer's benefit must remain or become buyer's property and the seller must transfer the materials to buyer upon buyer's first request for this.

If seller stores products or materials belonging to buyer, such products and materials must be clearly individualised and marked as belonging to buyer and be covered by all risks insurance.

Pressalit policies

With the design of the products and with the choice of materials, production methods, employees and sub-contractors, the seller must ensure that buyer's environmental policy is complied with. Furthermore compliance with UN's Global Compact should be observed.

Product liability

Seller guarantees the deliveries for an indefinite period. Seller is liable for product damages, including subsequent damages pursuant to the ordinary rules of Danish law regarding product liability and is also obligated to hold a valid product liability insurance of at least DKK 50 millions, which must be documented in writing to buyer if buyer so requires.

Non-disclosure

Seller is obligated to handle all information about buyer and deliveries to buyer, including drawings, technical data, prices, etc. regarding the order, the submission and fulfilment of the order as confidential unless otherwise stated by law or if the information is otherwise generally and publicly accessible due to reasons that are not the fault of seller. In the absence of written agreement with buyer, seller may not inform a third party that buyer is seller's customer unless this is a usual occurrence for the fulfilment of a delivery.

Applicable law

All legal questions that may arise due to this agreement and these terms must be decided according to Danish law.

These terms are applicable until they are replaced by a new set of general purchasing terms.