

## CONDITIONS OF PURCHASE FOR EXHAUSTO

### Section 1 General

These Conditions of Purchase apply to the supply and delivery of any and all products (the "Products") from any supplier (the "Supplier") supplying Products to EXHAUSTO A/S. These Conditions of Purchase shall apply notwithstanding any conditions of sale of the Supplier.

### Section 2 Products

1. The Products to be delivered by the Supplier are described in agreed Specification(s) and/or in EXHAUSTO's orders for supply. The Products shall be fit for the purposes for which they shall be used as described in the Specification(s) or otherwise known to the Supplier.

2. At the request of EXHAUSTO, the Supplier shall deliver a product sample to EXHAUSTO for testing. If tested and accepted by EXHAUSTO future deliveries of the Product shall be generically identical to the Product sample.

3. Any drawings, technical documentation, certificates, approvals, warranties, etc., which the Supplier is obliged to deliver to EXHAUSTO according to the Specification(s) or, which by their nature are customary or otherwise required in the country of production and in the countries where the Products shall be delivered by the Supplier, are considered an integral part of the Products and shall be delivered together with the Products. In particular, all tools delivered to or used by EXHAUSTO in its production shall be accompanied by detailed tool drawings. EXHAUSTO shall have the right to maintain and modify any tools delivered by a Supplier of tools as it sees fit and such a Supplier hereby expressly authorises EXHAUSTO to do so with no further consideration. Any delay in delivering such documentation is itself considered a delay in delivery of the Products. The costs of obtaining such documentation and rights are included in the agreed price of the Products.

4. The Products shall be delivered free from any rights or claims including any third party rights or claims. The Supplier guarantees that the Supplier is the rightful and undisputed holder of any rights to the Product and that EXHAUSTO's use of the Product does not in any way infringe any third party rights.

### Section 3 Orders

1. EXHAUSTO's order is binding for a period of ten (10) working days from its placement. The Supplier shall forward a written order confirmation to EXHAUSTO within this time limit. EXHAUSTO reserves the right to cancel an order at any time before the Supplier has accepted the order. The Supplier is not entitled to any compensation or any other payment in case an order is cancelled before the Supplier's acceptance of the order.

2. If EXHAUSTO wishes to cancel an order already accepted by the Supplier, the parties shall in good faith negotiate a solution, which shall provide the best available solution for both parties, which limits the loss of both parties to the extent reasonably possible. This obligation shall involve an obligation of EXHAUSTO to purchase Products, which have already been produced by the Supplier, at the agreed price. If the Supplier has not produced the ordered Products but the Supplier in order to fulfil an accepted order has acquired raw materials or semi-manufactured goods, which the Supplier substantiates can only be used for the production of the EXHAUSTO products, EXHAUSTO shall be under an obligation to acquire such raw materials or semi-manufactured goods at a price, which equals the price the Supplier substantiated to have paid for such raw material or semi-manufactured goods. In no instances shall the Supplier be entitled to a compensation for loss of profit of such non-produced Products. The Supplier shall – if so required by EXHAUSTO – be under an obligation to assist EXHAUSTO in selling to third parties any raw material or semi-manufactured goods, which EXHAUSTO has acquired under this provision.

### Section 4 Quality

1. The Products shall be delivered by the Supplier free of defects whatsoever and shall fulfil the quality requirements stated in the Specifications or otherwise as good merchandise.

2. The Supplier shall establish a quality control system to assure the fulfilment of adequate quality requirements. The Supplier recognises that the quality control shall be planned, described and carried out in a way which will make certain that EXHAUSTO's high quality requirements are met and assured. The Supplier is obliged to make its description of the quality control system for the Products available to EXHAUSTO on demand.

3. If so required by EXHAUSTO, the quality requirements to be fulfilled by the Supplier may be supplemented by EXHAUSTO Terms of Quality for certain Products.

### Section 5 Documentation

1. The Supplier is obliged to produce and maintain documentation for all quality inspections carried out by the Supplier and relevant to the Product delivered to EXHAUSTO. If EXHAUSTO Terms of Quality are applicable, the Supplier is obliged to produce and maintain documentation according to the rules described in the EXHAUSTO Terms of Quality and any Appendices thereto.

2. To an extent reasonable and technically possible, the Supplier shall keep the documentation for at least five (5) years from the date of issue and the Supplier shall submit to EXHAUSTO upon request and free of charge a copy of any such documentation or any part thereof.

### Section 6 Packing and Labelling

1. The Products shall be packed and labelled in accordance with the instructions of EXHAUSTO, if any. Absent any such instructions, the Products shall be packaged in a manner usual for Products of such type and adequate to preserve and protect the Products.

2. The Supplier warrants to EXHAUSTO that the Products comply with any legal requirements as to packing and labelling in the country of production and in any country where the Supplier shall deliver the Products.

### Section 7 Delivery, Carriage and Insurance

1. If not otherwise agreed

- the time and place of delivery shall be described in the Order of EXHAUSTO and
- the Terms of delivery shall be INCOTERMS 2000 DDP (Delivered Duty Paid) at the place of delivery specified by EXHAUSTO.

2. If the Supplier shall arrange for the carriage of the Products, the Supplier shall enter into such contracts as are necessary for the carriage to take place by means of transportation appropriate in the circumstances and according to the terms usual for such transportation. Notwithstanding INCOTERMS 2000 DDP the Supplier's obligations include a duty to establish appropriate transport insurance covering the total value of the delivery. The premium of such insurance is included in the agreed price for the Products.

3. The Supplier shall deliver the Products, hand over any documents relating to it and transfer the ownership rights to the Products at the agreed place and time of delivery. EXHAUSTO shall take delivery at the agreed time and place of delivery.

### Section 8 Prices and Payment

1. Prices are as agreed between the Supplier and EXHAUSTO. The Supplier is not permitted to adjust the price for orders already accepted by the Supplier.

2. EXHAUSTO is obliged to perform payment at the time and place agreed between the parties. Payment shall be made in the currency agreed between the parties.

### Section 9 Changes of Specifications

EXHAUSTO is entitled to modify the Specifications at any time. The modification shall be described in writing stating the date from which such modification shall be valid ("EXHAUSTO Modification Notice") and the Supplier shall in writing give its opinion of the modification within twenty-one (21) days from the date of EXHAUSTO Modification Notice. The Supplier shall not modify the Product or change its name without the prior written consent of EXHAUSTO.

### Section 10 The Supplier's Breach of Obligations

#### 1. Delay

If the Supplier finds that the Supplier will not be able to deliver the Products at the agreed time or place of delivery or if delay on its part seems likely, the Supplier shall forthwith notify EXHAUSTO thereof stating the reason for the delay and, if possible, the time when delivery can be expected. If required by EXHAUSTO, the Supplier shall forward such notification in writing.

If the Supplier does not deliver the Products on time, the Supplier will be obliged to pay damages for any and all substantiated losses due to the delay.

#### 2. Defects

Products that do not fulfil requirements that are customary for Products of such type or do not fulfil the requirements stated in the Specifications are considered defective.

The Supplier shall for a period of two (2) years from the day of delivery remain liable for defects in the Products, unless such time-limit is inconsistent with a contractual period of guarantee normally offered by the Supplier to its customers for products of the same kind.

EXHAUSTO's test of a Product sample does not limit the Supplier's liability for defects. Payment made by EXHAUSTO to the Supplier does not imply an approval of the Product being contractual.

Due to the extensive quality control measurements of the Supplier, EXHAUSTO shall not be obliged to make an inspection or testing of the Products upon delivery. However, EXHAUSTO shall make a reasonable visual inspection of the Products in order to determine whether the Products have been damaged during transportation and, if in the affirmative, EXHAUSTO shall within ten (10) working days forward a written notice to the Supplier informing the Supplier of such defects to the Products. For any other defects, EXHAUSTO shall inform the Supplier without undue delay after the defect has been discovered by EXHAUSTO.

If the Supplier ascertains that Products already delivered to EXHAUSTO are defective, the Supplier shall inform EXHAUSTO thereof immediately.

EXHAUSTO has the right to decide whether the Supplier shall reasonably remedy a substantiated defect in the Product, by way of repair, refund or reduction of the price or by replacement. Any transportation in connection with repair or replacement of the defective Products shall be at the Supplier's risk and expense. Further, the Supplier shall be obliged to refund reasonable costs of removing defects in Products, which already have been used by EXHAUSTO, i.e. by inserting defective Products in EXHAUSTO products. This also applies for EXHAUSTO products, which have been delivered to customers of EXHAUSTO.

If the Supplier fails to fulfil its obligations described herein within reasonable time not exceeding fifteen (15) working days, whether or not the price has already been paid, EXHAUSTO can choose between a) receiving from the Supplier a reduction of the agreed price or b) having the necessary remedial work carried out by a third party at the expense of the Supplier and/or c) having a new Product manufactured by a third party at the Supplier's expense, provided that EXHAUSTO proceeds in a reasonable manner or d) cancelling the order.

### Section 11 Product Liability

1. The Supplier shall be liable for any damage caused directly or indirectly by a defect in the Products. The liability covers among others defects due to defects in materials, production errors or structural faults. The liability covers also situations where the Products have been installed in or added to another product. The liability shall apply to any loss resulting from the defect, including but not limited to loss of production, loss of profit and any other consequential economic loss.

2. If a claim for damages is raised by a third party against either the Supplier or EXHAUSTO, the party shall forthwith notify the other party thereof. In recognition of the co-operation between the parties in good faith, the parties mutually agree to try to solve such claims amicably and to reasonably support one another in any court proceedings. The Supplier and EXHAUSTO shall mutually be obliged to let themselves be summoned to the court or arbitrate tribunal, which examines claims against either of them, where the claim is based on damage alleged to have been caused by the Products.

3. The Supplier is obliged to take out and maintain throughout the term of the parties' co-operation and in a period of at least five (5) years after the termination of the co-operation an insurance covering product liability with a minimum coverage to be agreed between the parties. The Supplier shall upon request submit to EXHAUSTO a copy of the policy and terms of such insurance. The premium for such insurance is paid by the Supplier.

### Section 12 Force Majeure

1. A party is not liable for a failure to perform any of its obligations in so far as it proves i) that the failure was due to an impediment beyond its control, and ii) that it could not reasonably be expected to have taken into account the impediment and its effects upon its ability to perform at the time of the acceptance of the order, and iii) that it could not reasonably have avoided or overcome it or its effects.

2. A party seeking relief shall, as soon as practicable after the impediment and its effects upon its ability to perform become known to it, give notice to the other party of such impediment and its effects on its ability to perform. Notice shall also be given when the ground of relief ceases. Failure to give either notice makes the party thus failing liable in damages for loss, which could otherwise have been avoided.

### Section 13 Governing Law and Jurisdiction

These Conditions of Purchase and any deliveries made according to these Conditions of Purchase shall be governed by Danish law, including (if applicable) the Act incorporating the United Nations Convention on Contracts for the International Sale of Goods (exclusive of Part II of the convention) and the parties hereby submit to the non-exclusive jurisdiction of the Danish courts in relation to any claim or controversy arising out of connected herewith.