

Betech A/S – General Terms and Conditions

Scope

1. These General Terms and Conditions shall apply to all supplies of products or services from Betech, unless otherwise agreed in writing. If Betech's terms and conditions relating to Consulting Assignment, Components, Service and Maintenance, Machinery, Development, Installation or Leasing have been agreed upon, such other general terms and conditions shall prevail in the event of any discrepancy or inconsistency with these General Terms and Conditions.

Product information/Instructions

2. All information and data contained in product brochures and price lists are binding only to the extent that they are by reference expressly incorporated into the contract.
3. Information on the scope of use or application of the product which is not contained in the specification and which Betech shall provide in whatever form is deemed to be a recommendation only. Betech is not responsible for such information or for the application of the product.

Orders

4. The purchase shall be conclusive when Betech has confirmed the Customer's order by forwarding order confirmation or invoice. Unless a firm offer has been given, all prices are subject to change to reflect any increases in prices charged by suppliers, wages and materials or exchange rates.

Prices and terms of payment

5. The price quoted by Betech at the time of ordering will be the price charged. All prices are exclusive of VAT and any other public charges. Unless otherwise agreed, payment shall be made against invoice within 30 days from the date of the invoice. In the event of delay in payment, penalty interest shall accrue from the due date for payment. Penalty interest shall be charged at 7 percentage points above the lending rate of Danmarks Nationalbank ("the lending rate") as applicable from time to time. If a fixed price is agreed for a period of time and significant changes in prices charged by suppliers, wages and materials or exchange rates occur, Betech will be entitled to terminate such agreement on fixed price with one month's notice.
6. The Customer is not entitled to withhold or set off payment due to any counterclaims against Betech.

Delivery tests

7. Agreed delivery tests shall be performed at the Customer's premises and at the Customer's cost, with the exception of Betech's participation.

Delivery

8. Unless otherwise agreed, the terms of delivery are "ex works", and transport is therefore for the Customer's account and risk.
9. Deviation for each product line delivered may be +/- 10% of the confirmed number.

Time of delivery

10. Times of delivery contained in order confirmations are stated as the date of dispatch from Betech.
11. If Betech fails to make timely delivery of the product, the Customer shall be entitled, upon written notice to Betech, to fix a final period of reasonable length for Betech to make delivery. If Betech fails to make delivery within such period, the Customer may, upon written notice to Betech, cancel the contract. Betech's responsibility for delay is furthermore limited as stated below in article 16.

Inspection, liability and limitation of liability

12. Promptly upon delivery the Customer shall inspect the products. If such inspection reveals that the delivered products are not in conformity with the contract, the Customer shall immediately report, in writing, the defects to Betech, failing which, the Customer loses the right to rely on the lack of conformity.
13. Betech shall not be liable for any defects in the products discoverable on inspection at the time of delivery.
14. If the Customer fails to give Betech notice of a defect within 2 years of the date of delivery, the Customer loses the right to rely on the defect.
15. Where a delivery is not in conformity with the contract, Betech shall be entitled to remedy the defect within reasonable time.
16. In no event shall Betech's liability for breach of contract as a result of delays, defects in the delivery or on other basis exceed the purchase price of the delivered products. Betech is not liable for any consequential loss, including any indirect loss such as loss of production or claim for damages brought by third parties, whether caused by breach of contract or otherwise.
17. The Customer shall indemnify Betech for all claims brought by third parties due to delay and/or defects in deliveries made to the Customer. The same applies to any expenses thus incurred by Betech.

Drawings and documents

18. All drawings and documents containing information on material, production thereof or the like which are submitted to the Customer before or after the formation of the contract shall remain the property of Betech. Such documents or drawings shall only be used for the purpose for which they were provided and may not be copied, reproduced or communicated to any third party without Betech's written consent.
19. No intellectual property rights are assigned under the contract.

Retention of title

20. All products shall remain the property of Betech until full payment has been effected.

Product liability

21. Betech shall not be liable for personal injury or property damage unless such injury or damage was caused by the gross negligence of Betech. Betech's total product liability is in any circumstances limited to EUR 500,000. Betech is not liable for consequential damage, including loss of profits and other indirect losses that may be related to product liability.
22. The Customer shall indemnify Betech for any product liability towards a third party.

Force majeure

23. Betech shall not be liable for any loss or damage arising from any failure or delay in performing any of its obligations caused by a circumstance that is beyond Betech's reasonable control which will be deemed to include war and riots, strike, lockout and other industrial disputes, fire and flood, shortage of labour, materials and fuel, scarcity of goods, transportation stoppages, legislative or administrative interference, exchange restrictions and defects or delays in deliveries by subcontractors and any other circumstance. On the occurrence of any such event Betech may, without any liability to the Customer, terminate any contract and/or cancel any order covered by these General Terms and Conditions.

Jurisdiction and applicable law

24. Any dispute arising out of the contractual relationship between the parties, including with respect to these General Terms and Conditions shall be submitted to the court having jurisdiction over the registered office of Betech in Denmark. The contractual relationship between the parties is governed by Danish law, excluding its choice of law provisions, including CISG.