

## Ordinary sales and delivery terms for goods and services per 1 August 2009

The following conditions apply for all our quotations, sales, deliveries and services, including in cases where the buyer stipulates other conditions. *Deviations are only applicable if re agreed upon in writing.*

### 1. Quotations

Quotations are valid for 30 days from the quotation date unless specified otherwise.

For orders that deviate from a quotation in terms of volume, specification, delivery time, etc., the quotation shall not be valid.

### 2. Prices

All prices stated in a quotation and in connection with price queries and other information are exclusive of excise taxes applicable at any given time.

The prices are "ex works" (EXW, Incoterms).

Prices and delivery times on orders are first binding for Necas after our written order confirmation.

We reserve the right to price changes resulting from specification changes of any kind requested by the buyer. This also includes orders to series sizes that deviate from the basis for the quotation.

We furthermore reserve the right to price changes as a result of changed taxes and fees.

Price changes caused by conditions as stated in this paragraph do not entitle the buyer to cancel the order.

### 3. Payment terms

Unless otherwise agreed, the payment deadline for payment of invoices is the current month + 20 days net following the invoice date.

The above-mentioned payment terms are subject to the condition that the invoice amount, including VAT, can be insured by our credit insurance institute or a similar guarantee can be made directly to us.

If the insurance is terminated after the cooperation is established, or if a sufficient credit maximum cannot be obtained, the buyer must provide an alternative security in the form of a bank guarantee or other similar security.

Lacking security is considered breach of the buyer's contractual obligations.

In case of payment after the due date, default interest shall be charged from the date of default in the amount of 1.5% per month or fraction thereof.

Any claim shall not entitle the buyer to withhold payment for deliveries made.

Goods shall be invoiced upon delivery. If the buyer does not receive the goods, regardless of the reason, payment must still be made in accordance with the above terms.

### 4. Orders

Orders are not binding for Necas until we have provided our written order confirmation. Cancellation of orders must be in writing and confirmed in writing by us. Regardless of the reason for cancellation, the buyer is obligated to buy any purchased or non-cancellable ordered components. Such components shall be invoiced to the buyer no later than on the order's originally planned delivery time, at our cost price plus administration costs, delivery costs and accrued processing costs. All costs are marked up 25%.

On completion of the order, the buyer is obliged to buy the excess stock of goods remaining as a result of the given package and order sizes for the components that the seller has purchased for the order and that the seller cannot use in other products. The buyer must purchase the goods at the seller's cost price + 10%. This also applies for excess components resulting from changes to a product.

### 5. Framework agreements

Framework agreements can be made as an agreed volume sold within an agreed period. With framework agreements, Necas is entitled to order components for the full scope of the agreement.

The buyer is obliged to buy components covered by framework agreements, as described in point 4, including in the case of termination of the framework agreement, regardless of the reason.

### 6. Delivery

Deliveries shall be made EXW, Incoterms.

The goods are considered delivered on time when they are placed at the buyer's disposal at the seller's premises on the confirmed delivery date.

We reserve the right to over- and under-deliver on an order by up to 5% of the ordered volume.

We are not liable for delivery delays that are owing to the buyer's lacking documentation, specification, models, goods, tools or other factors that can be linked to the buyer.

### 7. Dispatching

If the buyer wishes, we can arrange to dispatch goods via a carrying agent of the buyer's choice.

Necas bears no liability or freight differences.

Dispatching takes place at the buyer's expense and risk, and therefore delays in the dispatching will not be reimbursed.

### 8. Packing

Unless agreed otherwise, the packing material is selected by us and invoiced together with the goods. Standard packing is not suitable for shipping by sea.

Any reusable packing may be returned for credit if previously agreed.

### 9. Quality

The work is conducted according to the buyer's quality specification and work descriptions to an agreed quality level or, if no quality specification exists, according to our standard quality specification.

### 10. Warranty terms

A one-year warranty from the delivery date shall be given if an error or defect covered by the warranty is brought to our attention no more than one week after receipt of the goods or as soon as possible after the error or defect arises.

Warranty work required pursuant to this paragraph shall be done in the form of repair of the defective product at our address.

Defective products/lots must be sent to us carriage paid, and we will return the goods carriage paid with a description of the work done.

The warranty shall not apply to errors or defects owing to manufacturing error on behalf of the buyer, errors in components or test equipment delivered by the buyer or errors owing to buyer's failure to supply specifications or models.

We are not liable for any consequential damage.

Our compensation/warranty obligation cannot economically exceed the products' sales price from us.

If the buyer should choose to allow a third party to repair any error or defect, including during the warranty period, it shall do so at its own expense and risk.

Should any work be done on the product by others than us without prior agreement, the warranty obligation will be void.

A. The product is developed by the buyer, manufactured by us with components delivered by us, and is tested by us.

A warranty shall be given if an error or defect is brought to our attention no more than one week after receipt of the goods or as soon as possible after the error or defect arises. Defective products shall be returned to us with a clear indication of the registered defect or with a detailed description of the functional error.

B. The product is manufactured and tested by us, and the materials are the buyer's.

A warranty shall be given for process/production errors to the extent these are brought to our attention no later than one week after delivery of the goods. Defective products shall be returned to us with a clear indication of the registered defect or with a detailed description of the functional error.

C. The product is manufactured by us with materials delivered by us, but not tested by us.

A warranty is only provided for serial defects. Serial defects refer to an error frequency of <10% of the delivered units. The warranty covers process, production and component errors and defects to the extent they are brought to our attention no more than one week after receipt of the goods or as soon as possible after the error or defect arises. Defective products must be returned to us with a clear indication of the registered defects.

D. The product is manufactured by us but not tested by us, and the materials are the buyer's.

A warranty is only provided for serial defects. Serial errors refer to an error frequency of <1 % per component. The warranty covers process/production errors to the extent these are brought to our attention no later than one week after delivery of the goods. Defective products shall be returned to us with a clear indication of the registered defects.

#### 11. Returns

Returns of lots with no defects will not be accepted. Defective lots can be returned following random sampling MIL STD 105D:

Major defects	AQL 0.65	(function-tested items)
Major defects	AQL 1.5	(non-tested items)
Claim defects	AQL 2.5	

Warranty work required pursuant to this paragraph shall be done in the form of repairs made at our address.

Defective products/lots must be sent to us carriage paid, and we will return the goods carriage paid with a description of the work done.

#### 12. Indemnity (force majeure)

Necas is not liable for failure to satisfy our obligations if it can be proven that this was due to a hindrance beyond our control, such as strike, lockout, a ban on export or import, embargo, delayed or incomplete delivery of materials from sub-suppliers, production stop, lack of power or transport opportunities, currency restrictions or other force majeure conditions.

In the event we are unable to execute the delivery due to force majeure, we undertake to notify the buyer immediately about the hindrance and its significance to the delivery.

Failure to deliver as a result of force majeure does not entitle the buyer to cancel orders.

#### 13. Product liability

Necas is only liable for injury or damage caused by our services if it can be proven that the injury or damage was due to neglect on our part or a faulty product manufactured by us and that the product defect was caused by us, that the injury or damage was caused by this defect and that there is causal connection between the damage and the defect.

We are not liable for damage to real estate or movables incurred while the product is in the buyer's possession or for damage to products manufactured by the buyer and of which our products are a component. We are not liable for operating losses, lost profit, lost earnings or other indirect loss.

In the event that we are liable for conditions other than the above-mentioned, the buyer agrees to indemnify us of such liability. The buyer agrees to allow legal proceedings against it before the same court or court of arbitration as that hearing cases concerning our product liability.

#### 14. Immaterial rights

The buyer agrees to indemnify Necas of any claim made against us in the event that any goods or services furnished by us concerning orders, contracts or development specifications according to point 6 should infringe on a patent, copyright or other immaterial right; the buyer alone bears liability for this.

#### 15. Disputes

Any disputes or claims arising in connection with goods or services furnished by us shall be settled according to Danish law and, if agreement is not attained otherwise, by the Maritime and Commercial Court of Copenhagen as the court of first instance.

In case of doubt, the Danish language version shall prevail.