

General Terms of Sale and Delivery for EWH BioProduction ApS

1. SCOPE

The General Terms of Sale and Delivery stipulated below shall apply unless otherwise agreed in writing.

2. PRODUCT INFORMATION AND PRICES

The details provided in product information and price lists shall only be binding to the extent to which they are expressly referred to in the Agreement.

A quotation made by EWH BioProduction ApS shall only be binding on EWH BioProduction ApS if it has been accepted by the Buyer within 14 days from when the quotation was made/forwarded by post, fax or e-mail to the Buyer.

All prices are stated excl. VAT, and they shall be subject to any misprints as well as any price increases and exchange rate increases.

3. PRODUCT CHANGES

EWH BioProduction ApS reserves the right to make any such product changes (design, construction etc.) that EWH BioProduction ApS may find necessary before delivery is made without any prior notice hereof to the Buyer being required.

Any such changes shall only entitle the Buyer to cancel the purchase if the Buyer can document that a specific design, construction, etc. was a prerequisite for the purchase. Any changes made and any cancellation of the purchase resulting from said changes shall not entitle the Buyer to claim any damages.

4. PASSING OF THE RISK

Unless otherwise agreed, the goods shall be regarded as having been sold EXW (INCOTERMS). The risk for the goods shall pass to the Buyer on collection of the goods at EWH BioProduction ApS's premises (including EWH BioProduction ApS's warehouse facilities). The parties may enter into an agreement that delivery shall be made using a third-party carrier. Freight and handling costs shall be paid by the Buyer.

5. DELIVERY

Unless otherwise agreed in writing, the delivery times stated shall be regarded as best estimates.

The delivery date shall be the stated date of dispatch from EWH BioProduction ApS.

If EWH BioProduction ApS finds that the agreed delivery time cannot be met or that a delay must be regarded as likely, the Buyer will be notified hereof in writing as well as of the expected delivery date if such a date can be stated.

If EWH BioProduction ApS is unable to deliver the goods sold in accordance with either the agreed delivery time or an extended delivery time, cf. the above provisions, the Buyer shall be entitled to cancel the purchase.

EWH BioProduction ApS's liability for any loss that the Buyer may incur as a result of a delay in delivery or non-delivery cannot in any circumstance exceed 10% of that part of the agreed purchase price which covers that part of the goods for which the Agreement is terminated. If delay on the part of EWH BioProduction ApS is due to circumstances of force majeure, this shall not entitle the Buyer to damages, but shall solely entitle the Buyer to terminate the Agreement pursuant to the provisions on termination stipulated below.

The above limitation of EWH BioProduction ApS's liability shall not apply if EWH BioProduction ApS is guilty of gross negligence.

If the Buyer fails to take delivery of the goods on the agreed date, the Buyer shall nevertheless be under an obligation to make any payment connected with the consignment as if delivery of the goods in question had been made. EWH BioProduction ApS shall ensure that the goods are stored for the Buyer's account and risk. At the Buyer's request, EWH BioProduction ApS shall insure the goods for the Buyer's account.

EWH BioProduction ApS may request the Buyer in writing to take delivery of the goods within a reasonable period of time.

If the Buyer fails to do so within the specified period of time, EWH BioProduction ApS shall be entitled to terminate the Agreement, by written notice to the Buyer, for any goods that are ready for delivery, but that are not delivered as a result of the Buyer's failure to take delivery hereof. In such case, EWH BioProduction ApS shall be entitled to damages for the loss that EWH BioProduction ApS has incurred as a result of the Buyer's breach of the Agreement.

6. PAYMENT

EWH BioProduction ApS's terms of payment will be stated on the invoice. EWH BioProduction ApS's place of business shall be the place for performance of the Buyer's payment obligation.

If the Buyer fails to make payment on the due date, and EWH BioProduction ApS is not responsible for this, EWH BioProduction ApS shall be entitled to charge default interest from the due date at an interest rate corresponding to 2% per commenced month.

7. RETENTION OF TITLE

EWH BioProduction ApS shall retain the title to the consignment until full payment has been made. Payment by cheque, bill of exchange or instrument of debt shall not be regarded as valid payment until the cheque has been cashed or the bill of exchange or instrument of debt has been honoured in full.

8. LIABILITY FOR DEFECTS

In the event of any defects in the delivery that are due to a defect in design, material or construction, EWH BioProduction ApS will undertake to make a replacement delivery or perform repair, at the company's own option and without undue delay, for a period of 12 consecutive months after delivery has been made to the Buyer.

Such remedial action shall not apply in those cases in which the defects are due to the goods delivered not having been properly maintained and used in full accordance with EWH BioProduction ApS's instructions or are due to incorrect or inappropriate use, changes or technical interference that has been done without EWH BioProduction ApS's written consent or if the defects are due to extraordinary climatic effects.

Wearing parts shall not be covered by the right to remedial action.

If the Buyer wishes to complain about any defects, a written complaint shall be sent not later than 8 days from when the consignment was received.

After EWH BioProduction ApS has received a complaint about a defect that is regarded as being covered by the present provisions, EWH BioProduction ApS will remedy the defect without delay in so far as this is possible.

If the Buyer can himself perform remedial action on site, EWH BioProduction ApS's obligation to perform remedial action in accordance with these provisions shall be met by the forwarding of a new or repaired part.

Any expenses for mounting or dismantling of a new or repaired part shall be of no concern to EWH BioProduction ApS.

If defective or faulty consignments or parts are returned to EWH BioProduction ApS with a view to replacement delivery or repair, the Buyer shall bear the transport costs and risk unless otherwise agreed.

Any forwarding of consignments or parts to the Buyer in the form of a replacement delivery or as repaired parts shall be for EWH BioProduction ApS's account and risk unless otherwise agreed.

Any defective parts that have been replaced in accordance with the above provisions shall be put at EWH BioProduction ApS's disposal.

EWH BioProduction ApS shall provide remedial action for parts of the consignment that have been replaced or repaired on the same terms and basic assumptions as those that applied to the original consignment.

EWH BioProduction ApS's obligation to take remedial action shall, however, not apply to any part of the consignment in excess of 2 years from when delivery was made to the Buyer.

After the risk for the consignment has passed to the Buyer, EWH BioProduction ApS shall not have any liability for defects other than the obligations stipulated above. EWH BioProduction ApS consequently excludes liability for any indirect loss, such as business interruption loss or loss of time, that the Buyer may have incurred as a result of the defect. Any claim for damages that the Buyer may have against EWH BioProduction ApS cannot in any circumstance exceed the purchase price agreed.

If EWH BioProduction ApS fails to meet its obligations in accordance with the above within a reasonable period of time, the Buyer may grant EWH BioProduction ApS a final deadline in writing for performance hereof. If the obligations have not been performed before the expiry of this deadline, the Buyer may, at the Buyer's own option:

a)

let the necessary repairs be performed and/or have new parts manufactured for EWH BioProduction ApS's account and risk, provided that the Buyer does so in a reasonable and fair manner,

or

b)

demand a pro rata price reduction, however of maximum 15% of the purchase price agreed.

If the defect is a fundamental defect, the Buyer may instead terminate the Agreement by written notice to EWH BioProduction ApS. The Buyer shall also be entitled to terminate the Agreement in accordance with the above if, following measures in accordance with a), the defect remains a fundamental defect. In connection with such termination, the Buyer may claim damages for his loss, however, maximum 15% of the purchase price agreed.

EWH BioProduction ApS's liability shall not comprise any defects that are caused by material procured by the Buyer or that are caused by any design or construction that has been prescribed or specified by the Buyer.

9. LIABILITY FOR DAMAGE OR INJURY CAUSED BY THE CONSIGNMENT & PRODUCT LIABILITY

If a consignment delivered by EWH BioProduction ApS causes damage or injury, EWH BioProduction ApS shall be liable for personal injury and damage to consumer property on the condition that the injury is a) due to a defective product produced by EWH BioProduction ApS or b) due to errors and omissions on the part of EWH BioProduction ApS if the product in question has been produced by a third party. Except from the above-mentioned, EWH BioProduction ApS shall not have any liability for damage to movable property or real property unless EWH BioProduction ApS is guilty of gross negligence.

EWH BioProduction ApS shall not in any circumstance have any liability for any business interruption loss, loss of data, loss of profits or any other indirect loss whatsoever.

To the extent to which EWH BioProduction ApS may incur liability vis-à-vis a

third party, the Buyer shall be under an obligation to indemnify EWH

BioProduction ApS to the extent to which any such liability exceeds the

limits stipulated above. The Buyer shall be under an obligation to accept

that legal action is brought against the Buyer at the same court that hears

a claim for damages brought against EWH BioProduction ApS for loss, damage

or injury claimed to have been caused by a defect in a consignment delivered

by EWH BioProduction ApS. If a third party brings a claim for damages

against one of the parties in accordance with the above, the party in

question shall immediately notify the other party hereof.

10. EXEMPTION FROM LIABILITY - FORCE MAJEURE

The following circumstances shall entail an exemption from liability if they prevent the performance of the Agreement or make performance hereof unreasonably onerous:

Industrial disputes, strikes, lockout and any other circumstances that are beyond the parties' control such as fire, war, mobilisation or unforeseen military call-ups of a corresponding extent, acts of sabotage, requisitioning, seizure, exchange control regulations, riots and civil unrest, shortage of means of transportation, general scarcity of goods, fuel restrictions and defects or faults in consignments from sub-suppliers or delay in delivery of such consignments that are due to any of the circumstances of force majeure mentioned in this Clause.

The party who wishes to rely on any of the above circumstances shall, without undue delay, notify the other party in writing about the occurrence and cessation of the event.

Both parties shall be under an obligation to terminate the Agreement by written notice to the other party if the performance hereof within a reasonable period of time becomes impossible due to any of the circumstances of force majeure mentioned in the present Clause.

11. SETTLEMENT OF DISPUTES – CHOICE OF LAW & PROPER VENUE

Any disputes arising out of or in connection with the Agreement and Addendums to the Agreement shall be settled in accordance with the rules of Danish law and with Næstved District Court or the Eastern Division of the Danish High Court as the proper venue.