

PURCHASING CONDITIONS AND TERMS OF DELIVERY FOR SUB-SUPPLIER WORK AND PROJECT PURCHASE

1. CONTRACTING AND CONDITIONS

The below-mentioned purchase conditions shall apply for all deliveries to and all work for CRISPLANT a/s (hereinafter referred to as CRISPLANT) irrespective of the contents of any terms of sale and delivery conditions that the SUPPLIER may have.

Changes in or additions to the PURCHASE CONDITIONS are only binding on CRISPLANT provided these are stated in a document, signed on behalf of CRISPLANT by two duly authorized persons.

2. PERFORMANCE OF THE SUPPLIER

The SUPPLIER warrants and guarantees that the performances meet the requirements stipulated in the agreement, and to the extent that the SUPPLIER is familiar with or ought to be familiar with the use contemplated by CRISPLANT, the SUPPLIER warrants and guarantees that the performances are suitable for said use.

The SUPPLIER warrants and guarantees that the performances meet all quality and security requirements and other existing rules in the country which in CRISPLANT'S purchase order is stated as the place of use or, if no place of use is stated, in Denmark.

The SUPPLIER warrants and guarantees that the performances supplied are free from any right or claim of third parties, including rights or claims based on industrial or other intellectual property.

The SUPPLIER warrants and guarantees that the performances supplied are not comprehended by regulations limiting the right of exportation of the performances, separately or incorporated in performances from CRISPLANT.

3. MANUFACTURE OF THE PERFORMANCES

If CRISPLANT so requests, the SUPPLIER shall describe the specifications and qualities of the performances, the criteria for a satisfactory implementation of the process of manufacture and the SUPPLIER'S instructions regarding check and testing to secure the quality of the performances.

In this respect, the SUPPLIER produces documentary evidence of his work instructions and, if necessary, supplements these with photos and/or samples.

4. PLANNING AND CONTROLLING CHECKS AND TESTING

The SUPPLIER'S instructions regarding check and testing shall include a description as to which specifications and qualities are to be checked and tested and an explanation of how, how intensive, when and how frequent check and testing will take place.

As a minimum the check and testing shall include specifications and qualities classified by CRISPLANT as process, functional or security requirements together with specifications and qualities regarded by the SUPPLIER as essential to fulfil the drawings and specification requirements.

The procedure for check and testing, including the checking and testing equipment and the registration methods to be used to demonstrate conformity with the requirements and qualities of the performances, shall be described.

It shall be described whether a 100% check of the supply or only a random sample check is carried out, and in the latter case the SUPPLIER shall describe his plans for random sampling checks.

The check and testing points during the process and the check and testing frequency shall be described and check and testing shall be placed as close to the actual time of process as possible.

When practical, checking and testing shall be carried out by the operator and be supplemented with the collection of data and statistical process control.

At any time CRISPLANT, upon previous notice of the SUPPLIER, is entitled to inspect the performances or be present at the testing thereof. However, neither CRISPLANT'S presence or absence exempts the SUPPLIER from any obligation or limits the non-performance rights of CRISPLANT for delays or defects which ought to have been prevented in connection with inspection or testing.

5. CHANGES

Within reasonable time upon CRISPLANT'S receipt of the SUPPLIER'S instructions regarding check and testing, CRISPLANT is entitled to request changes in these. However, CRISPLANT'S respite for objections cannot be any less than fourteen (14) days.

If the SUPPLIER does not want to carry out the changes requested by CRISPLANT, CRISPLANT is entitled to cancel the purchase.

During the entire process of manufacture the SUPPLIER shall make any constructive proposals he may have in order to improve the specifications and the qualities of the performances, the performance process or the quality assurance. However, changes shall only take place upon CRISPLANT'S previous approval.

6. DELIVERY

Unless otherwise specified in CRISPLANT'S purchase order, the SUPPLIER shall deliver the performances DDP in accordance with the date of the agreement latest revised edition of INCOTERMS, at CRISPLANT'S business address, P.O. Pedersens Vej 10-14, 8200 Aarhus N, Denmark.

The SUPPLIER shall keep strictly to the date of delivery specified in CRISPLANT'S purchase order.

As soon as delivery has taken place, the title to the SUPPLIER'S performances passes to CRISPLANT.

The SUPPLIER shall provide proper packaging of the performances.

A delivery note indicating CRISPLANT'S order number, goods number and quantity shipped shall be included with every shipment, as the consequence of lacking indication of quantity will be that CRISPLANT'S counting/weighting of the delivery shall serve as evidence of the quantity delivered.

7. PAYMENT

Unless otherwise stated in CRISPLANT'S purchase order, CRISPLANT shall pay the purchase price for the performances invoice month + 62 days after delivery has taken place.

The purchase price for the performances as stated in CRISPLANT'S purchase order is not subject to regulation of any kind.

8. DELAY

Any delay in delivery exceeding the time of delivery stated in CRISPLANT'S purchase order is regarded as essential and gives CRISPLANT the right to cancel the purchase.

If delayed delivery has taken place, CRISPLANT has the right within a reasonable amount of time to inform the SUPPLIER that as a result of the delay the purchase is cancelled. However, CRISPLANT'S respite cannot be any less than one (1) week.

CRISPLANT has the right to demand that as a result of the delay the SUPPLIER pays liquidated damages of one per cent (1%) of the purchase price for every commenced week the delay has lasted, up to a maximum of ten per cent (10%) of the purchase price.

If the SUPPLIER'S delay has inflicted a loss on CRISPLANT which is not covered by the liquidated damages, ref. Section 8.3, CRISPLANT is entitled to demand this loss covered by the SUPPLIER in accordance with Danish law of torts.

9. IMPEDIMENTS

The parties are only exempt from liability at non-performance of their obligations according to the purchase if provided by Danish law.

Regardless that one of the parties is exempt from liability, ref. Section 9.1, this does not prevent the other party from cancelling the purchase at fundamental breach of contract.

If the SUPPLIER is familiar with or ought to be familiar with the fact that CRISPLANT has acquired the performances with a view to fulfil an agreement, either with a specific customer or at a specific place of use and if CRISPLANT or the customer is precluded from fulfilling this agreement by circumstances which are beyond either party's control, CRISPLANT has the right to cancel the purchase exempt from liability.

10. DEFECTS

If the SUPPLIER'S performances are defective, CRISPLANT has the right to demand specific performance either by delivery of substitute goods, delivery of goods afterwards or repair.

If the performances have substantial defects, CRISPLANT has the right to cancel the purchase.

Whether the defects are substantial or not, CRISPLANT has the right to receive a proportionate reduction in the purchase price.

Whether CRISPLANT cancels the purchase or demands specific performance, CRISPLANT has the right to demand any loss caused by the defective performances covered by the SUPPLIER in accordance with Danish law of torts.

Any defect occurring during the defects liability period in more than three (3) percent of the delivered Equipment of any given production or delivery batch is considered as an epidemic defect. Within 3 weeks from notification of an epidemic defect, the Supplier shall inspect and/or replace all Equipment of the same production or delivery batch without any cost to CRISPLANT.

11. VIOLATION OF THIRD PARTY'S RIGHTS

If the performances violate any right or claim of a third party, including any right or claim based on industrial or other intellectual property, CRISPLANT has the non-performance rights described in ARTICLE 10 as modified by the nature of such breach of contract.

12. COMPLAINTS, WARRANTY AND LIMITATIONS

CRISPLANT shall make a complaint about defects and violations of rights or claims of a third party, including rights or claims based on industrial or other intellectual property, within reasonable time after CRISPLANT has obtained knowledge of such conditions. However, CRISPLANT'S respite cannot be any less than four (4) weeks.

The SUPPLIER warrants and guarantees that the performances are in accordance with the requirements and specifications agreed upon for a period of two (2) years from the date when the SUPPLIER has finished the delivery of all his performances according to the purchase, while the SUPPLIER'S warranties that the performances do not violate any right or claim of a third party, including any right or claim based on industrial or other intellectual property, are without time limitations.

13. PRODUCT LIABILITY

The SUPPLIER shall indemnify CRISPLANT for any loss which CRISPLANT may sustain for injury to persons or damage to property arising out of or aggravated by the SUPPLIER'S performances.

If a third party makes a claim for damages against one of the parties, this party must immediately give written notice of the claim to the other party.

The SUPPLIER shall let the claim against him be tried by the same court that is trying the third party's claim for damages against CRISPLANT which either the third party or CRISPLANT maintains is caused by - or aggravated by - the SUPPLIER'S performances.

The SUPPLIER shall take out and maintain an industrial insurance and a product liability insurance with coverage of at least DKK 7,500,000.00 per insurance event and maximized to DKK 10,000,000.00 per insurance year. Any such policy of insurance shall expressly include the liabilities the SUPPLIER has assumed according to these PURCHASE CONDITIONS. However, this obligation must in no way be construed as a limitation of the SUPPLIER'S liability.

At the request of CRISPLANT, the SUPPLIER shall produce proof of the taking out and maintenance of the industrial insurance and product liability insurance mentioned in Section 13.4.

14. WORK DONE AT CRISPLANT OR AT THE PLACE OF DELIVERY

If the SUPPLIER is doing work at CRISPLANT or at the place of delivery, the SUPPLIER shall indemnify CRISPLANT for loss that is inflicted on CRISPLANT due to the SUPPLIER'S actions or omissions, whether such a loss is the result of injury to or death of persons or damages to property or any incidental and consequential damages, including, but not limited to, lost profits, and whether the SUPPLIER'S wrongful actions or omissions befall CRISPLANT itself, CRISPLANT'S employees, the SUPPLIER'S employees or a third party.

The SUPPLIER shall take out complete and sufficient insurance to cover the liability for damages, ref. Section 14.1.

At the request of CRISPLANT, the SUPPLIER shall produce evidence of the taking out of and maintenance of the insurance mentioned in Section 14.2.

The SUPPLIER shall make himself familiar with and observe all safety regulations and other provisions at the place of work and see to it that his employees and subcontractors, if any, are properly instructed.

15. OTHER OBLIGATIONS

Drawings, technical specifications and other documents belonging to CRISPLANT, which have been entrusted to the SUPPLIER for his use, remain the property of CRISPLANT and shall be returned to CRISPLANT whenever CRISPLANT so desires. The obligation to return includes all copies of the documents mentioned.

Drawings, technical specifications and other documents together with confidential information shall not be used or handed over to any other party by the SUPPLIER, unless this is necessary to fulfil the purchase.

Any third party who in accordance with Section 15.2 gets possession of documents or obtains knowledge of confidential information shall likewise return such documents and copies thereof and shall not hand over or use received documents and information.

Drawings, technical specifications, special tools, forms and models which are prepared by the SUPPLIER in anticipation of fulfilling the purchase are the property of CRISPLANT.

The items mentioned in Section 15.4 are to be safekept by the SUPPLIER at his own expense and in a responsible way, and the SUPPLIER shall at his own expense see that the items are properly insured.

16. CHOICE OF LAW AND ARBITRATION

This agreement is to be construed and interpreted in accordance with Danish law.

Any controversy arising in connection with the purchase shall be finally settled by arbitration in Aarhus, Denmark, under the at that time existing rules of arbitration of Copenhagen Arbitration

17. ETHICS AND ENVIRONMENT

With reference to The Ten Principles as defined in the United Nations Global Compact (<http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html>), CRISPLANT encourage all Suppliers to define and respect an ethically and environmentally sound business practice.

All suppliers to CRISPLANT are encouraged to practice a sound social and ethical responsibility by observing (but not limited to) full compliance with the law and applicable regulations.

An accident-free working culture must be supported by meeting or exceeding current applicable health and safety legislation.

CRISPLANT'S commitment to the protection and conservation of the environment must be supported by the Suppliers' active commitment to a sound environmental management system by means of meeting or exceeding current environmental legal requirements.

The Suppliers' and any sub-suppliers' use of environmentally responsible material and production methods as well the use of alternatives for scarce and non-renewable resources will be given preference.