

Develco's General Business Conditions for Assignments

1 Application

Any delivery of services from Develco, whether it is the provision of services or physical products, is to be made in accordance with these terms and conditions to the extent that they are not expressly modified or excluded by any other written agreement.

Special purchase conditions or specific requirements for the purchase from the Buyer, shown in Buyer's ordering or in Buyer's general purchase conditions, tender documents etc. are not binding on Develco, unless Develco specifically has agreed thereto in writing.

2 Contractual Basis

Agreements between Buyer and Develco are only to be considered concluded when a written agreement is confirmed by Develco in an order confirmation. If the order confirmation from Develco does not match the Buyer's order, the Buyer has to complain immediately. Otherwise, Buyer will be bound by the content of the order confirmation.

Changes and additions to the agreement are only valid, if the Parties have agreed in writing.

3 Cooperation

Develco is obliged to perform its services in accordance with good practice in the industry.

Buyer must provide Develco access to associates and information to the extent necessary to perform the services.

4 Prices

The price for the services and any transportation appears from Develco's current price list at the time Develco confirmed Buyer's order, unless otherwise agreed in writing.

All prices in offers, order confirmations and any Project, Support or Consulting Contracts are stated in Danish kroner (DKK) exclusive VAT and taxes.

Outlays for purchases etc. in connection with the performance of the work are billed to Buyer by a 15% surcharge.

Costs of transport and meals in connection with the performance of the work are billed in accordance with consumption by a 15% surcharge.

5 Payment and Property

Unless otherwise specified in the offer, order confirmation or separate agreement, Buyer is billed every month for Develco's consumption of hours and the outlays incurred the past month.

All invoices are payable within 15 days from the invoice date. In the absence of timely payment, interest will be charged from the due date of the amount owed by an interest rate of 1.5% per month commenced.

Buyer cannot make deductions from the purchase price, exercise retention or refuse payment due to delay, complaint or counterclaim for the actual delivery.

If the Buyer does not comply with payment obligations to Develco, Develco reserves the right to suspend deliveries in whole or in part, until full payment of all debts has taken place.

The right to the ordered services is transferred to the Buyer when full payment is received by Develco.

6 Delivery and Delivery Time

Delivery of physical products / services takes place EXW, Aarhus N, (Incoterms 2010), unless otherwise agreed in writing in the individual case. Delivery of services takes place as stated in the Project, Support, or Consultancy Agreement.

The delivery time is stated in the order confirmation or separate agreement. The delivery time is stated under the assumption that the Buyer in a timely manner has ensured that Develco has received all technical details and formalities necessary for Develco's execution of the task for the Buyer.

If the delivery as a cause of the Buyer cannot be implemented, the delivery will be stored at Develco's for Buyer's expense and risk. Develco is entitled to charge warehouse rent, costs etc.

Develco is not responsible for delays caused by suppliers or others of which Develco has no control.

If Develco can see that there will be delay in delivery, Develco will immediately inform Buyer thereof, including the cause of delay and inform the Buyer of a new expected delivery time. The Buyer has no other rights in connection with a delay.

7 Flaws

The Buyer is obliged to examine the services provided at once and no later than one week after the receipt. The Buyer loses the right to complain on deficiencies in the services provided, if the Buyer

does not give notice to Develco immediately after he has discovered or should have discovered the defect.

In a period of 12 months from delivery, the Buyer has the right to complain if there are significant errors in the services provided. For products manufactured and supplied by Develco, the warranty does not cover labor and material errors that have occurred as a result of normal wear and tear, improper commissioning or installation, improper use or use for purposes other than stated.

If it is proven that a complaint is justified, Develco is obliged within a reasonable time to remedy the defect or deficiency by repair or new delivery at Develco's own choice.

Physical products are to be sent to Develco for repair. Buyer pays transportation.

The Buyer cannot make any other claims related to deficiencies in the services provided.

8 Product Liability

Bounded to Danish law mandatory rules on liability Develco is liable for damage that Develco delivered products / services cause to other things than the delivered product / service, if the damage is attributable to Develco's development. Develco's liability is limited to the coverage in Develco's product liability insurance.

9 Limitation of Liability

Develco is not in any way responsible for indirect or consequential losses, including loss of production, loss of time, loss of business profits or loss of data.

Develco is not liable to the Buyer for non-fulfillment of obligations in case of force majeure, including, but not limited to: natural disasters, war, terrorism, fire, flood, vandalism, labor disputes, etc..

10 Rights

Background knowledge and background rights developed or associated by Develco prior to the cooperation with the Buyer remain Develco's property and may be used freely by Develco in cooperation with other customers.

Foreground rights defined as results, patents and other intellectual property rights generated by Develco for Buyer under a specific Project or Consulting agreement accrue to Buyer, if foreground right falls within the specified purposes for which Develco is engaged.

General skills and knowledge generated by Develco at work for and with Buyer remain Develco's property and may be used freely by Develco.

Where a consignment includes standard products (software, circuit details and documentation) associated to Develco or with Develco as licenseholder, the Buyer will only be entitled to use such standard products in their original form on a non-exclusive basis, and the Buyer is not entitled to modify or redevelop these.

If specific license terms / conditions are valid for delivered software, these must always be observed.

11 Violation of Third Party Rights

Develco does its utmost to ensure that none of Develco's delivered services infringes third party rights. Develco, however, does not guarantee this.

If any action is taken against Buyer for infringement of third party rights of service provided by Develco, Buyer must promptly notify Develco thereof. Develco is then entitled to intervene in its sole discretion, determine whether the trial should be carried out, or whether there should be a settlement. If the claim of infringement is entitled, Develco will, at its own option, either procure Buyer the right to continue using the product, bring it to cessation by changing Buyer's product or terminate the agreement with immediate notice with the repayment of the Buyer. Buyer has no other remedies and claims concerning damages associated with infringement of third party rights.

12 Confidentiality

Buyer must not pass on, use or enable others to use Develco's trade secrets or other information of whatever nature, which has not been publicly available. Develco also undertakes to keep confidential the Buyer's trade secrets, until they are publicly available.

13 Registration of Customer Information

Develco only registers general customer information about the Buyer in the IT system for use when sending offer, order confirmation, project / support and consulting contract, separate agreement, invoice and other documents.

14 Governing Law and Jurisdiction

Disputes in connection with these terms and conditions, and interpretations thereof, have to be settled according to Danish law by the City Court in Aarhus.