

GENERAL TERMS OF SALES AND DELIVERY FROM ARROW DENMARK ApS

Arrow Denmark ApS
denmark@arrownordic.com

Smedeholm 13A
DK-2730

Herlev

Tel: +45 70 10 22 11

Fax: +45 44 50 82 10



GENERAL TERMS OF SALES AND DELIVERY FROM ARROW DENMARK ApS

Unless explicitly stated the following terms and conditions are valid for all deliveries covered by this order confirmation. Arrow Denmark ApS, hereinafter called "seller" is not committed to any terms or conditions possibly stated in buyers purchase order unless in compliance with the following:

1. Prices

- 1.1 The prices stated are current prices. Seller's prices include duty but exclude sales, import and consumption taxes.
- 1.2 On date of delivery seller has the right to change the prices according to changes in exchange rates, purchase prices, duty, freight, and insurance rates or any other change beyond the control of seller.
- 1.3 For deliveries amounting to less than DKK 500.- expediting fee will be added.
- 1.4 When seller has issued a written order confirmation, the purchase order is considered binding. Changes may be made only with the consent of seller. If a cancellation is admitted, a cancellation fee of 20% of the order sum is charged, excluding VAT.
- 1.5 The stated prices are based on the stated currency, current exchange rate, and duty. Should the exchange or duty rates on the date of delivery differ by more than 1.5% from the basic exchange and/or duty rates, the invoice is adjusted accordingly.

2. Risk Transfer

- 2.1 Seller's terms of delivery is ex works/stock (EXW pursuant to Incoterms 2000). Against surcharge seller will take care of insurance covering from seller's stock to the customer's delivery address.

3. Descriptions

- 3.1 All information about design, weight, dimensions, capacity, technical, and other data stated in catalogs, prospectus, advertisements, illustrations, and price lists are binding only to the extent they are explicitly referred to in this order confirmation.

4. Shipping and Delay

- 4.1 On behalf of buyer, seller agrees to take care of shipping of the goods. In this capacity seller decides whether the goods be shipped as a whole or in more shipments.
- 4.2 Should a delay occur to the shipment or parts thereof, seller is not liable to damage whatever the cause of the delay, unless it has been proved that the delay is caused by seller's fault or neglect and that buyer proves a concrete loss. No claim for damage can exceed 10% of the invoice value of the delayed shipment excluding duty and taxes.
- 4.3 Seller reserves the right to ship goods before the agreed delivery date.

5. Payment

- 5.1 Unless otherwise stated seller's payment terms are as follows:
 - a) 30 days net from invoice date
 - b) For overdue payments 1% per month interest of the invoice value is charged from the due date.
- 5.2 Should buyer have counterclaims with or without connection, such may not be balanced in the invoice sum, unless agreed upon in writing by seller.

6. Responsibility for Defects

- 6.1 Upon receipt buyer must immediately conduct a thorough examination and test of each delivery.
- 6.2 Seller undertakes no responsibility for the fitness of the product to buyer's contemplated use of same.
- 6.3 Should buyer invoke defects on the delivered products, this must be submitted immediately in writing.
- 6.4 In case of a claim, buyer does neither have the disposal over, nor the right to return the products without seller's written consent.
- 6.5 Should the products or parts thereof prove to be defective, seller has the right to repair or replace the delivered product by goods of satisfactory quality. If seller offers repair or replacement of the product, buyer does not have the right to cancel the order or to request compensation for the defect. Seller has no responsibility for any delay due to repair or replacement.
- 6.6 Seller is not responsible for defects caused Buyer, including abnormal wear, damage, insufficient maintenance, faulty installation or faults occurred at repairs done by other than seller.
- 6.7 Shipment of the delivered products in connection with repair and the like, are at buyer's account and risk.
- 6.8 Seller is not responsible for any defect of the delivered products other than those included in point 6.0
- 6.9 Products being accepted for return by seller for other reasons than mentioned above, will be credited at list or sales price with the deduction of 15% return cost, when returned undamaged/unused.

7. Liability

- 7.1 For damage to persons seller is responsible only if it is proven that the damage is due to failure or neglect of seller or others for whom he bears responsibility.
- 7.2 For damage to real and personal property occurring while the product is in buyer's possession, seller is not responsible. Neither is seller responsible for damage on products produced by buyer, nor products in which these are included. Further, seller is responsible for damage to real and personal property on the same conditions as stated for damage to persons.
- 7.3 Seller is not responsible for loss of profits, loss of earnings, or any other indirect loss.
- 7.4 To the extent that product responsibility towards third party is imposed on seller, it is the obligation of buyer to keep seller indemnified to the same extent that seller's responsibility is limited according to points 7.1, 7.2, and 7.3.
- 7.5 If a third party makes a claim on any of the parties according to point 7.0, this party should immediately inform the other party.
- 7.6 Seller and buyer are mutually obliged to allow for legal action at the court of law, which hears a claim for damage, raised against either party due to a damage claimed caused by the product. The mutual relations between buyer and seller, at any time on seller's demand may be settled by arbitration according to point 11.0.
- 7.7 These limitations on the responsibility of seller does not apply if seller is guilty of severe negligence.
- 7.8 Unless otherwise agreed in writing, the buyer acknowledges that the seller's products are not intended for and shall not be used as life-supporting equipment, human implants, atomic equipment or systems or other application where product failure may lead to the loss of human life or disastrous destruction. The buyer shall indemnify the seller for any losses, costs or damage resulting from the buyer's breach of this provision.

8. Force Majeure

- 8.1 The following circumstances cause freedom from responsibility when occurring after entering into this agreement and prevents its fulfillment: labor conflict and any other circumstance beyond the control of the parties, such as fire, war, mobilization, or unforeseeable military drafting to similar extent, requisition, seizure, currency restrictions, commotions and unrests, insufficient means of transportation, ordinary goods shortage, rejection of larger works, restrictions of motive power as well as faulty or delayed deliveries from subcontractors due to any of the circumstances mentioned within this point.
- 8.2 It lies with the party that claims any of the circumstances under point 8.1, in writing to immediately inform the other party of its outbreak and its termination.
- 8.3 When fulfillment of the agreement within a reasonable time is made impossible due to any of the circumstances mentioned within point 8.1, either of the parties has the right to cancel the agreement in writing to the other party.

9. Violations of Exclusive Rights etc.

- 9.1 Seller holds buyer indemnified from all claims and cost in connection with suits against buyer for violating patents, trademarks, or any other exclusive rights regarding the products.
- 9.2 Buyer is obliged to immediately inform seller if any claim of this kind is raised and authorize seller on his own account to litigate or enter an amicable settlement for the claimed violations.
- 9.3 At his own choice seller has, on his own expense and on behalf of buyer, the right to obtain the rights to use, replace, or change the equipment to end the violation. Should such arrangements not be possible, upon written request from seller, buyer is under an obligation to return the said equipment with no delay. In such case seller credits buyer an amount for the returned equipment from which provision for depreciation has been made. This provision is calculated as equal amounts for each year of the normal functional time for the equipment as stated by seller.

10. License Rules

- According to "Delivery Verification Certificate", seller draws the attention of buyer to the fact that goods covered by seller's invoice are subject to the current rules for export permission from the Danish Ministry of Economic and Business Affairs.
- 10.1 Buyer's attention is drawn to the fact that seller's products to a wide extent are produced in the USA and may be subject to restrictions according to American license restrictions.

11.0 Export restrictions and rules

- 11.1 The buyer warrants – on behalf of the buyer, the buyer's subsidiaries and associated companies – to comply with all applicable laws and regulations (including EU regulation, US re-export regulation and Danish legislation) in connection with the export and re-export of products to which these general terms of sales and delivery apply.

12. Choice of law and venue

- 12.1 Any disputes or disagreements that may arise out of or in connection with this contract shall be sought settled by mediation with the Mediation Institute (Mediationsinstituttet), Tuborg Boulevard 12, 2900 Hellerup. Once a dispute or disagreement in the opinion of one or more parties has arisen between the parties,

each party is entitled to file a request to the Mediation Institute for initiation of a mediation process. Mediation must take place in accordance with the "Rules for hearing of cases by the Mediation Institute" applicable from time to time. If mediation does not result in a resolution of the parties' dispute, the dispute may be sought settled by arbitration as described in clause 12.2 below.

- 12.2 If a dispute cannot be settled by mediation, the dispute must be settled by arbitration in compliance with the rules of the Danish Institute of Arbitration applicable at the time of initiation of the arbitration proceedings. If the subject matter of the dispute does not exceed DKK 250,000 at the time of initiation of the proceedings, the court of arbitration must only consist of one arbitrator. The court of arbitration is by the complainant requested to suggest an arbitrator. If the subject matter of the dispute exceeds DKK 250,000 at the time of initiation of the proceedings, the court of arbitration must consist of 3 arbitrators of which each party appoints one. Should a party not announced an arbitrator in writing to the other party within 14 days after the other party having announced his choice in writing, the former shall lose his right to appoint an arbitrator and the Danish Maritime and Commercial Court will instead appoint the second arbitrator. The two arbitrators together appoint the chairman of the arbitration court. If they cannot agree on appointing a chairman, the Danish Maritime and Commercial Court will appoint a chairman. The chairman makes final decisions within the boundaries of the conflicting opinions the matters that are in dispute.
- 12.3 The seat of the court of arbitration must be in Copenhagen.
- 12.4 These general terms and conditions are governed by Danish law and any disputes are settled according to Danish law.
- 12.5 The decision of the court of arbitration is to be communicated to both parties in writing.
- 12.6 The decision of the court of arbitration is binding to both parties and is final.
- 12.7 The court of arbitration decides the final distribution of cost of the arbitration, including the cost of lawyers of both parties.