

Danfoil A/S SALES- AND DELIVERY TERMS

November 2007

1. Use of Terms

These sales- and delivery terms are valid in connection with sales of all products, ("Product") from DanFoil A/S ("DanFoil") to a buyer ("Customer"), unless these are deviated from specifically or generally in a written agreement between the parties or in a separate written offer or order confirmation from DanFoil. At a possible inconsistency with Buyer's general commercial condition or conditions in Buyer's acceptance, these sales- and delivery terms go beforehand.

1.1 These sales- and delivery terms are valid until other is informed by DanFoil.

2. Offers

2.1 DanFoil's offers are valid for 14 days from the offer's date, unless other is arranged in writing or is clear from the offer.

2.2 All oral and written offers from DanFoil are given with reservations concerning mistakes, flaws and other inconsistencies, including miss-writing.

3. Order confirmation

3.1 In case, where DanFoil issues an order confirmation, the order confirmation reflects DanFoil's and the Customer's agreement on the listed conditions. The customer is encouraged to examine the order confirmation. Possible objections to the order confirmation are to be presented in writing immediately after the Customer's reception of this.

3.2 These sales- and delivery terms are the valid basis for any agreement/order (trade), unless they are specifically deviated from in the order confirmation.

3.3 DanFoil makes reservations for mistakes, flaws and other inconsistencies, including miss-writing, in the order confirmation.

3.4 If the Customer does not receive an order confirmation, but nevertheless think to have entered into an agreement with DanFoil about the delivery of a Product, the Customer has to make written application for DanFoil at the latest 8 days after the date where the customer thinks that the agreement was to have entered into. If the customer omits this, the Customer cannot later claim that the parties have entered into an agreement.

4. Cancellation of order

4.1 The Customer cannot cancel or alter an order submitted to DanFoil, unless such an access is done in writing, and only against the Customer's payment of the incurred costs.

5. Delivery

5.1 If a delivery clause is agreed, this is interpreted according to valid INCOTERMS.

5.2 Is no delivery clause has been separately arranged, delivery is made Free Carrier (FCA) from DanFoil's warehouse.

6. Particularly made products - Successive delivery

6.1 At products, particularly made for the customer, the entire production which DanFoil purchases/produce referring to the agreement with the customer, to be taken off. The customer can ask for successive deliveries over a period on maximum of 1/2 a year, from the products have been received at DanFoil's warehouse.

7. Delay

7.1 Delays in consequence of a circumstance referring to point 12 whether responsibility freedom makes up an example for responsibility freedom or in consequence of an action or omission from the Customer's side, including DanFoil's suspension of the agreement's fulfillment referring to point 10 about payment, the delivery time is extended in the extent that it's reasonable after the circumstances. The delivery time is to be extended even though the cause of the delay happens after the outdating of the originally agreed delivery time.

7.2 If DanFoil do not make punctual delivery, and the delay isn't included by point 7.1, the Customer can in a written message to DanFoil insist on delivery and fix a final reasonable date, which may not be shorter than 2 weeks. If DanFoil doesn't deliver before the fixed deadline, and the delay isn't included by point 7.1, the Customer can in written message to DanFoil terminate the agreement as far as not delivered Goods (partial deliveries allowed), if the Customer has made reservations therefore in connection with the establishment of the deadline. However this is not valid, if the time of delivery from DanFoil is pointed out with reservations.

7.3 If the Customer terminate the agreement, the Customer is entitled to compensation for the reasonable extra costs, the are caused the Customer in connection with delivery of corresponding goods from another supplier. The customer can not do additional demands with DanFoil in consequence of late delivery, including indirect losses, cf. 13.3.

7.4 If the Customer finds that he cannot receive the Product on the appointed day or in the agreed upon period, or if other delay from the Customers side are to be considered probable, the Customer has to give DanFoil written message about this and at the same time point out the cause of the delay, as well as so far as possible the time as if reception are expected to be able to take place.

7.5 Reject the Customer to receive the Product at the agreed day or in the agreed period, the Customer is nevertheless under an obligation to pay any payment, which is conditional on delivery, as if the delivery of the involved Product has taken place. DanFoil stores the Product for the Customer's bill and risk, possibly with third party.

7.6 Reject the Customer to receive the Product within a reasonable period, which is fixed by DanFoil, DanFoil is in written message to the Customer, entitled to terminate the agreement entirely or for the remaining part delivery of the Product, which because of the Customer's condition isn't delivered. DanFoil is entitled to compensation for the damage that the Customer's breach of contract has caused DanFoil.

8. Inspection. Losses. Complaint

8.1 The Customer has a duty to examine the delivered products and to examine immediately after delivery. Complaint over mistakes or flaws in the Product is to happen in writing within 8 days from the delivery.

Complaint presented after the outflow of this deadline has no legal effect, unless the mistake or the lack could not be inspected immediately after delivery. In the latter cases complaint are to happen in writing before 8 days after that the mistake or the lack is or ought to be realized. In no circumstances mistakes or flaws are however referred to more than 6 months after the delivery (absolutely maximum complaint period), unless there is submitted guarantee for a longer period.

8.2 Complaint over transport damages or other mistakes or flaws, which are visible before the Product's unwrapping, are to be presented in writing by the Customer directly with the carrier in connection with the Product's reception and are to be noted on the consignment note. Otherwise the damage, the mistake or the lack cannot be referred to directly with DanFoil.

8.3 At punctual complaint over mistakes and/or flaws the Customer is entitled to repair or replacement of the Product.

DanFoil estimates if it is most suitable to repair the mistake and/or the lack or make replacement. The customer is entitled to terminate the agreement, if DanFoil cannot take on repair or replacement within 6 weeks from the complaint's acknowledgement. The customer cannot proportionally insist on refusals.

8.4 If the Customer terminates the agreement, the Customer is entitled to compensation for the reasonable extra costs, which are caused the Customer in connection with the delivery of corresponding goods from another supplier. The customer cannot do additional demands with DanFoil, among other things indirect loss, cf. 13.3.

8.5 Goods that are returned because of mistakes and/or flaws are received only by DanFoil after preceding agreement about time for and the circumstances in connection with the return, and only if the Product is returned with one of DanFoil allotted carrier.

9. Price

9.1 Any quotation is exclusive value added tax, unless otherwise is agreed in writing between the parties or is clear from the order confirmation.

9.2 DanFoil is entitled to renegotiate the agreed price, if there are essential changes in raw-commodity prices or the exchange rates with which DanFoil trades with DanFoil's suppliers in the period from the forwarding of order confirmation till invoice date. If there isn't gained agreement about a price regulation, DanFoil is entitled to cancel the order. The same concerns changes at customs, tax, taxes, import duties and the like costs, which influence DanFoil's initial cost for the product in the agreement dealt with.

10. Payment

10.1 The agreed purchase price falls due 30 days net from the invoice date unless otherwise is agreed in writing.

10.2 If the Customer does not pay punctually, there are calculated interest rates of 1, 5 % per started month from the expiration date. DanFoil also has the right to suspend the fulfilment of additional deliveries until payment happens.

10.3 If the Customer does not pay punctually, DanFoil is entitled to terminate the agreement and claim the Customer for compensation for the loss, DanFoil has suffered.

10.4 The Customer can only make payment set-off with possible demands that the Customer has against DanFoil, if these demands are decayed and approved in writing by DanFoil. The customer can only refuse payment with reference to Product which is encumbered with flaws, if DanFoil has acknowledged the objection in writing.

11. Retentions of title

11.1 DanFoil reserve the ownership of the Product, until the whole purchase price with supplements of incurred costs is paid for to DanFoil or to the one, that DanFoil has transported one's right to the purchase price to. The reservation is attached to the limitations which follow from invariable rule of laws.

12. Responsibility freedom (force majeure)

12.1 Following circumstances lead to responsibility freedom, if they prevent the agreement's fulfilment or make the fulfilment unreasonable or disproportionate troublesome: labour dispute, blockade and any else circumstance, including fire, engine breakdown, lack of means of transportation, ordinary scarcity of goods, energy crisis, epidemics, rebellions and troubles, war, mobilization or military-calling ins of corresponding extent, trade's and exchange restrictions, Government interventions, including orders, refusal of import- or export licence, depositing arrangements, ordering and seizure, as well as lacks or delay of deliveries from sub-suppliers. The responsibility freedom is only valid, if preceding circumstances or their influence on the agreement's fulfilment couldn't be anticipated in connection with the establishment of the agreement.

12.2 The part who will invoke responsibility freedom referring to the above points, has immediately to inform the second part about this in writing with the express statement of the circumstance's beginning and ends.

12.3 Possible responsibility freedom doesn't include DanFoil's costs to secure and protect the Product, which in connection with delay from the Customers side which is to be paid for by the Customer regardless of the provisions in present point 12.

12.4 If the agreement's fulfilment is hindered for more than 3 months by a circumstance, which leads to responsibility freedom, both parties can raise the agreement in written message to the second part.

12.5 The provisions in present point 12 apply before all other provisions in these sales- and delivery terms.

13. Limitations of liability.

13.1 As far as second consequences of invariable rule of laws, DanFoil do not accept responsibility for damage to things, including the Product, or people ("product liability"), unless it's compensated that the damage is brought about by mistakes from DanFoil's side. If the instructions issued, including usability instructions concerning assembly, load, use etc. isn't followed, and this is the cause of the damage, DanFoil has no responsibility.

13.2 At damaged products, machinery and/or personal injury caused by the Product's defect DanFoil has to be given possibility to inspect the occurrence place and the damage.

13.3 DanFoil take no responsibility for indirect or de-mean losses, including losses of profit, profit losses, losses of goodwill, losses of clientele, running costs and other financial consequence losses.

14. Invalidity

14.1 If some part of these sales- and delivery terms had to be considered invalid and thus cannot be maintained, it doesn't influence the validity and the maintenance of the remaining part of sales- and the delivery terms.

15. Disputes (law choices and venues)

15.1 Any law question, which had to arise on the occasion of the agreement and everything, which has connection with this, is to be judged by Danish law at the Danish courts with Copenhagen as an exclusive venue.

15.2 The Danish rules about law choices and The International commercial-law (CISG) do not find use.

Hedehusene November 2007.