

## *DYNATEST GENERAL TERMS AND CONDITIONS, EQUIPMENT*

### **Governing Terms and Conditions**

The terms and conditions set forth in this document are intended to establish standard terms and conditions of sale for all sales of equipment by the Dynatest Group ("Seller") to the purchaser ("Buyer") unless otherwise provided in a written agreement signed by and between Buyer and Seller. This document, together with the quotations, contracts, order acknowledgments, invoices and specifications (and all supplements and attachments thereto issued by Seller from time to time) shall constitute the entire agreement ("Agreement") between Buyer and Seller for each such sale. In the event of any inconsistency between these standard terms and conditions and the provisions on the quotation, contracts, order acknowledgment or invoice or on any supplement or attachment thereto, the provision contained on the quotation, order acknowledgment or invoice or on such supplement or attachment shall control.

Additional or different terms provided in Buyer's purchase order which vary in any degree from any of the terms herein are hereby objected to and rejected.

### **Prices, estimates and quotations**

All prices are subject to change without notice. Seller's price shall be the price in effect at the time of sending the quotation. Quotations are valid for placement of order within 1 month of the quotation date.

Quotations are based on the present set of general trade terms of Seller and the General Conditions (ORGALIME S 2012) including supplementary conditions (ORGALIME S 2012 S) for the supply of Mechanical, Electronical and Electronic Products.

### **Price increase – postponement of delivery**

In the current market situation both Seller its Suppliers and its Buyers are experiencing unpredictable fluctuation of prices and delivery times. The Buyer acknowledges hereby that the prices and delivery dates in Seller offer only is valid in validity period of offer. Buyer accepts the offer unconditionally including the beneath terms applicable for any such price increase and/or extension of time for delivery.

### **Increase of the Price**

Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to Seller, which is due to any factor beyond the control of Seller (such as, without limitation, any foreign exchange or currency fluctuation or regulation, changes to obligations or increase in the costs of labour, transportation, materials, other costs of manufacture or price increase from sub-suppliers and similar). If Seller increases the price of the Goods under the foregoing beyond 18 %, the Buyer shall be entitled to terminate this agreement forthwith by giving notice in writing. Such termination shall be treated as termination for convenience by Buyer, and Seller shall consequently be entitled to claim from Buyer payment of any cost related to already delivered Goods and/or services.

### **Extension of time**

All materials specified in Seller's offer and/or tender are subject to availability. Where the materials, components, services are not readily available from Seller's sub-suppliers, or otherwise delayed due to transportation, constraints on authorities import/export procedure, Seller reserves the right discretionary to either use similar materials available and/or give notice of extension of the delivery date. If purchasing of materials from Seller's sub-suppliers result in a delay of the delivery date stipulated in Seller's offer, Seller shall be granted an extension of time corresponding to the extent of such delay without any liability of any kind.

### **Time of delivery**

The time of delivery depends on type of equipment purchased and is counted from the date of receipt of firm written order and the prepayment and/or Letter of Credit as per stated in *Invoicing and terms of payment*. The actual delivery time shall be determined at the time of ordering. The time used for shipment from Seller's location to the end user's destination is not included in the time of delivery.

**Terms of delivery**

Unless otherwise stated in the Agreement terms of delivery are always EX Works.

**Invoicing and Terms of Payment**

Unless otherwise agreed in writing, payment terms for all types of equipment, apart from LWD's, are 50% of the full invoice amount payable with firm order, 40% at shipment from the address of Seller and 10% upon receipt of the equipment at Buyers address. The remaining 40% and 10% are payable in full by confirmed irrevocable Letter of Credit against shipping documents in favour of Supplier. Payment terms for LWD's are 50% of the full invoice amount Payable with firm order and 50% payable in full before shipment. All the cost to the irrevocable Letter of Credit, shall be billed to the Buyer.

In the event of a conflict between Buyers purchase order and Seller's written acceptance or order acknowledgment, Seller's written acceptance or order acknowledgment prevails. In all cases, all terms and conditions as may be contained on the reverse side of any request for quotations, request for bids, purchase orders and similar documents issued by Buyer are hereby expressly rejected in their entirety and shall have no force or effect.

Applicable duties, taxes and import licenses are at the account of the Buyer.

Quotations are conditional on granting of any necessary export licenses.

Any payment that is not received by the date required herein shall accrue interest at the maximum rate allowed by applicable law, from the date such payment is due until the full invoiced amount and accrued interest is fully paid. In addition, Buyer shall be responsible for Seller's collection costs and attorneys' fees in collecting any past due amounts.

**Disputes**

Disputes shall be resolved in accordance with the guidelines in ORGALIME S 2012.

**Force Majeure**

Either Party shall be excused from any delay or failure in performance required hereunder if caused because of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lockouts or other serious labour disputes, riots, earthquakes, floods, explosions, or other acts of nature. The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations shall resume.

**Applicable Law**

The Buyer and the Seller agree that the construction, validity, and performance of the Agreement shall be governed by and construed under laws of the country where the Seller is registered.

**Warranty on products**

Seller warrants that its products as described in the quotation (the "Products") for a period of 365 days from the day of delivery of the product and completion of installation, if installation option is taken (the "Warranty Period") when installed and used in accordance with specifications described in user manuals, technical materials and any related writings published by Seller with respect to such Products, will be free from defects in materials and workmanship.

**Warranty services procedures**

The purchaser shall notify in writing Seller within the Warranty Period in order to obtain a Return Material Authorization ("RMA"). The Product serial number shall be provided in order to obtain an RMA. In any event, even if an RMA is provided to purchaser, Seller reserves the right to inspect the damaged Product or non-compliant Services before the final decision of repairing, replacing, or reimbursing such Product or Services.

The defective Product or part shall be returned to Seller at the purchaser's expense, accompanied by the RMA number with prepaid shipping charges at the address mentioned below. The purchaser must ensure the shipment or accept the risk of loss or damage during the shipment. The Purchaser shall also pay any tariff or duty applicable to the return of defective part or Product. During the warranty period Seller would reimburse

any such cost that is related to the shipment if the defect based on the inspection is confirmed to be defective by Seller.

During the Warranty Period, Seller will, as its sole option, repair, replace or reimburse the price paid for, any Product that is confirmed to be defective by Seller. Seller owns all parts removed from a repaired Product. If Seller repairs a Product, its warranty is not extended. If Seller replaces a Product, the replaced Product is warranted for the remainder of the original term or thirty (30) days, whichever is longer. Products with an RMA should be sent to the Seller location in the country that delivered the equipment.

#### **Exclusion of other warranties**

The above warranty is the sole warranty applicable and there are no express, legal, or implied warranties or conditions in relation to any Products, Third Party Product or Services including any implied warranty or condition of merchantability, non-infringement, specific performance or fitness for a particular purpose and those otherwise arising by statute or otherwise in law or from a course of dealing or usage of trade, which are expressly disclaimed. No oral or written information or advice given by Seller, or its employees or representatives shall create a warranty or condition or in any way increase the scope of Seller obligation. Among others, Seller does not warrant that the business results obtained from the use of the Products or Services will be appropriate or adequate for the purchaser or its customers.

#### **Exclusion**

The above-mentioned warranties do not cover and shall not apply to:

- The damage caused during the transportation and shipping of the Products.
- Damage caused by accidents, abuse, misuse, a force majeure, or external cause.
- Products altered, modified, repaired or with broken seals not expressly authorized by Seller.
- Third party goods, such as Computer, PDAs, vehicles etc, shall be covered by the manufacturers' warranty.
- Consumable items (parts subject to normal wear and tear due to intensity of operation)

#### **Limitation of Liability**

To the maximum extent permitted by applicable law, in no event will Seller be liable to the purchaser or any third party for any indirect, special, consequential, incidental or exemplary damages whatsoever, including but not limited to loss or revenue or profit, lost or damaged data, business interruption or any other pecuniary loss whether based in contract, extra-contractual or other causes of action, even if Seller has been advised of the possibility of such damages. In any event, the total liability of Seller arising from any cause of action or claim whatsoever, arising out of, connected with, or resulting from the Products or the furnishing of any Service or otherwise related to the attached quotation/proposal shall in no event exceed the price allocable to and paid to Seller for the individual unit of Products or Service or part thereof which gives rise to the cause of action or claim.

The Contract shall be governed by the Laws of Denmark and the United Nations Convention on Contracts for the International Sale of Goods 1980 (CIS G) to the extent same is incorporated into Danish Laws.

#### **Cancellation of order**

In case that Buyer cancel the order after 30 days of receiving the order acknowledgement, then Buyer is to pay a cancellation fee to Seller of 6,5% of total contract value, to cover spend time and purchased parts to support program.

#### **Exceptions from Seller general terms and conditions**

Generally, the terms and conditions stated in the present document are valid for all equipment sales entered with Seller. Exceptions can only be made with approval by one person of seller's Management Group.