

GENERAL CONDITIONS OF PURCHASE

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1. APPLICATION

1.1 The following General Conditions of Purchase shall apply to all goods and services purchased by Buyer from Supplier and referred to in Buyer's Purchase Order. All purchases by Buyer are expressly limited to and conditioned upon acceptance of the provisions of its Purchase Order including the following General Conditions of Purchase. All provisions (printed or otherwise) contained in any document of Supplier, including any proposal or order confirmation, are not accepted by Buyer, unless specifically and expressly agreed in writing by a duly authorized representative of Buyer.

2. DEFINITION OF TERMS

"Customer" means Buyer's customer.

"Document Delivery Schedule" means a schedule setting forth a list of documents that Supplier shall as a minimum forward to Buyer the date when the documents shall be received by Buyer and a detailed description of information to be included in the documents.

"Buyer" means Haldor Topsøe A/S, a company organized under the laws of Denmark, having its registered office at Haldor Topsøes Allé 1, DK-2800 Lyngby, Denmark and registered under the laws of Denmark with registration and VAT number 41853816.

"General Conditions of Purchase" means these General Terms and Conditions.

"Guarantee" shall have the meaning specified in article 14.1.

"Guarantee Period" shall have the meaning specified in article 14.3.

"Incoterms" means the latest issue of the trade terms nominated as such and issued by the International Chamber of Commerce of Paris, France which are in effect on the date Buyer issues its Purchase Order.

"Item or Tag Number" means the identification number of each unit. This Item or Tag Number (Tag No. for instruments) is mentioned in the Purchase Order.

"Nonconformity" means, with respect to any Supplies, any failure to meet or any deviation from the requirements of the Purchase Order, including without limitation any insufficiency in the quantity of the Supplies, any failure of the Supplies to conform to the Specifications, any defect or breach covered by Supplier's guarantees or warranties under article 14 and any

delay in Supplier's performance or delivery.

"Progress Report" shall mean the written report of Supplier stipulating in detail: The time schedule and status of the Supplies to be delivered under the Purchase Order; the materials purchased; the start of manufacturing; the test and inspection of the relevant Supplies or status of others events or milestones of the Supplies as stipulated by the Buyer.

"Purchase Order" means the Purchase Order issued by Buyer, including these General Conditions of Purchase, all attachments thereto, and all documents incorporated by reference therein.

"Purchase Order Price" means the price stipulated in the Purchase Order payable to Supplier for the full and timely performance of all its obligations in accordance with the Purchase Order.

"Services" means design, engineering, installation, supervision, commissioning, technical assistance, training, and any other services to be provided by Supplier under the Purchase Order.

"Specifications" means all schedules, descriptions, technical data, performance characteristics, drawings, codes and standards specified in the Purchase Order.

"Supplier" means the individual(s) or entity(s) to which Buyer has awarded the Purchase Order.

"Supplies" means all equipment, materials, other goods of any kind, Services, documentation, insurance, bonds, guarantees and rights, to be provided by Supplier under the Purchase Order.

3. CORRESPONDENCE

3.1 Unless otherwise specified in the Purchase Order all correspondence from Supplier to Buyer shall be sent to the following address:

Haldor Topsøe A/S
 Haldor Topsøes Allé 1 DK-2800 Lyngby
 Denmark
 Phone: +45 45 27 20 00
 Fax: +45 45 27 29 99

3.2 All correspondence from Supplier shall be marked with Buyer's Purchase Order number.

4. ORDER CONFIRMATION

4.1 Supplier shall indicate its written acceptance of

the Purchase Order to Buyer in the form of a complete signed Buyer order confirmation. The acceptance shall be sent by email to the Buyer not later than eight calendar days from date of Purchase Order. Any late acceptance will be effective only if expressly consented in writing to by Buyer. Buyer may revoke its Purchase Order at any time prior to receipt of Supplier's acceptance.

- 4.2 Supplier's acceptance is limited to the terms of the Purchase Order. Any terms and conditions submitted by Supplier that are different from or additional to those contained in Buyer's Purchase Order are not accepted by Buyer, unless specifically and expressly agreed in writing by a duly authorized representative of Buyer.

5. INVOICING

- 5.1 Invoicing shall be made in accordance with the terms of the Purchase Order.
- 5.2 Invoices shall clearly state the Purchase Order number and the commercial, appointed contact person of the Parties. Upon the request of Buyer the invoice shall further stipulate the project number of Buyer and the relevant Item or Tag Number. Failure to do so may result in return of invoice to Supplier and/or delay or non-payment by Buyer.

6. SUSPENSION AND CANCELLATION

- 6.1 Buyer may at any time suspend all or part of the Supplies for any reason by giving written notice to Supplier. During the suspension, Supplier shall protect and secure the suspended Supplies against deterioration, loss and damage and undertake all other actions requested by Buyer. Supplier shall be entitled to reimbursement of its documented out-of-pocket costs directly resulting from any such suspension as well as any payments then due and payable.
- 6.2 Buyer may at any time cancel all or a portion of the Supplies for any reason by giving written notice to Supplier. Supplier shall immediately implement Buyer's instructions. In the event of cancellation, Supplier shall be entitled to the following documented costs to the extent such directly result from the cancellation: Payment of the Purchase Order Price attributable to the cancelled portion of the Supplies that is specifically and properly purchased or fabricated for Buyer as of the date of cancellation but not returned or returnable to Supplier's stock; costs incurred in removing any of its equipment from the site and in the repatriation of any Supplier personnel from the site; costs incurred in protecting the Supplies and reimbursement for

any subcontractor termination costs; and any other additional out-of-pocket expenses reasonably incurred by Supplier which cannot be avoided by Supplier. Buyer may request that Supplier deliver any Supplies for which Buyer has agreed to pay.

7. PROGRESS REPORTING

- 7.1 During execution of the Purchase Order, Supplier shall currently as specified in the Purchase Order, or otherwise by Buyer submit to Buyer a Progress Report of the Supplies.
- 7.2 Supplier shall advise Buyer in writing, at the earliest possible moment, of any delay of the Supplies and a plan for catching up the delay.

8. DELIVERY OF DOCUMENTATION

- 8.1 All documentation shall be delivered timely, in the agreed form and language and as specified in the Purchase Order or the Document Delivery Schedule. In the event of failure by Supplier to deliver fully conforming documentation within the specified time, Supplier shall pay Buyer such liquidated damages for delay as specified according to article 18 below.

9. INSPECTION AND TESTS

- 9.1 Buyer and its Customer, including their representatives, shall have free access to and shall be entitled to inspect and test the Supplies or any part thereof at Supplier's premises and those of its sub-suppliers during manufacture and after completion. Buyer and its Customer may appoint their own employees or a third party to act as inspector. Such inspection and testing may be carried out at the place of manufacture or on site. Supplier shall give Buyer at least 14 days advance notice before any planned final inspection or test and Buyer shall give Supplier at least 24 hours advance notice of its intention or that of its Customer to attend any planned inspection or test.
- 9.2 Supplier and its sub-suppliers shall give the inspectors all assistance necessary in performing their tasks, including free use of all necessary control instruments. Supplier and its sub-suppliers shall provide the inspectors, free of charge, with the necessary technical documents, testing documents and drawings. The technical documents shall include the reference and number of the standards used in the manufacture of the Supplies, and, whenever deemed practical by the inspectors, a copy of such standards.
- 9.3 If instructed, Supplier and its sub-suppliers shall

uncover or open any part of the Supplies and reinstall such uncovered or opened parts following the inspection. If the technical requirements for any tests are not specified in the Purchase Order, the tests will be carried out in accordance with applicable industry practice and Buyer's quality assurance requirements.

- 9.4 If any inspection or test reveals any Nonconformity, Buyer may, in addition to any other remedies, reject the dispatch of the non-conforming Supplies and require that the inspection and/or test are repeated upon completion of any remedial work until there are no further Nonconformities.
- 9.5 If Supplier is required to conduct a new test after discovery of Nonconformity, Supplier shall reimburse Buyer for all costs and expenses incurred by Buyer in connection therewith.
- 9.6 No inspection, test or acceptance, or waiver thereof, by Buyer or any of its representatives shall release Supplier from any of his obligations under the Purchase Order.
- 9.7 Buyer reserves the right to accept any Supplies after their delivery to the Customer's site or other final destination.

10. LANGUAGE & MEASURING SYSTEM

- 10.1 All Purchase Order documents, maintenance and operating instructions, drawings, Specifications, etc. shall be written in the language specified in the Purchase Order. If no language is specified in the Purchase Order, the applicable language shall be English.
- 10.2 The metric system shall be used.

11. TECHNICAL DOCUMENTATION

- 11.1 Supplies covered by the Purchase Order shall be supplied with all technical documentation required for correct erection and assembly, start-up, operation and maintenance and governmental approvals. This technical documentation shall include but not be limited to:
 - (a) construction drawings
 - (b) assembly drawings and relevant details of machinery, instruments and special equipment.
 - (c) parts lists covering all the individual components of the Supplies where each component is identified by a suitable number or symbol to permit its identification and possible request for a replacement spare part

at any time during the whole period of operation.

(d) adequate and detailed operating and maintenance instructions.

- 11.2 The above mentioned documentation shall not be confined to main machinery or equipment, but shall apply to all parts comprising the Supplies.

12. PATENTS AND INDEMNITIES

- 12.1 Supplier guarantees and warrants that it owns and is able to convey, free and clear of any encumbrances, all intellectual property rights, including without limitation any patents, know-how, copyrights and trademarks, in and to the Supplies.
- 12.2 Supplier shall defend, indemnify and hold Buyer harmless from and against for all and any demands, claims, damages, losses, costs or expenses (including reasonable attorneys' fees) suffered or borne by Buyer relating to any demand, claim or lawsuit against Buyer resulting from or in connection with any act omission of Supplier under the Purchase Order, including without limitation any claims for patent infringement and any claims for loss, injury or damage suffered by a third party or the Customer.

13. CONFIDENTIALITY

- 13.1 Supplier shall treat all matters in connection with the Purchase Order, including any drawings, Specifications, manuals or other documents or other information of any kind (except for such precise information that is in the public domain through no fault of Supplier) divulged by Buyer, as strictly confidential. Supplier shall not divulge to any third party or publish any such information or use such information for any purpose other than performing its obligations pursuant to the Purchase Order without the prior written approval of Buyer. Supplier shall be responsible for ensuring full compliance by its directors, officers and employees and sub-suppliers with the provisions of this article and shall release information to such persons on an as needed basis only, provided such persons are subject to obligations of confidentiality to the Supplier that are at least as stringent as those set forth herein. The obligations herein shall survive any termination or expiration of the Purchase Order.

14. GUARANTEES

- 14.1 Supplier guarantees and warrants that it is fully qualified and capable of delivering the Supplies;

that it has and will convey at the time of delivery good title to the Supplies free and clear of all encumbrances, liens and other security interests of any kind; that the Supplies are free of defects in design, engineering, materials, construction and workmanship; that the Supplies conform to each and every requirement contained in the Purchase Order; and that the Supplies are merchantable and fit for the particular purposes for which they are intended (collectively, the "Guarantee").

14.2 The Guarantee shall commence with delivery of the Supplies and shall continue until the date that is (i) 24 months after the Supplies are taken into operation by the Customer, (ii) 30 months after Customer's receipt of the Supplies at the site or (iii) 30 months after Buyer's receipt of the Supplies at its premises, whichever is latest, except that:

(a) the guarantee for any portion of the Supplies that is repaired or replaced within said period (or any extended period) shall be extended 24 months from the date of completion of the repair or replacement; and

(b) a five-year guarantee period from the date of delivery shall apply to latent defects, i.e., defects that do not appear or are not otherwise readily discoverable by a reasonable buyer within the above specified guarantee periods.

14.3 All such periods specified in article 14.2 above are collectively referred to as the "Guarantee Period".

14.4 Buyer shall, no later than 60 days after expiration of the Guarantee Period, notify Supplier in writing of any Nonconformity in the Supplies that is discovered or occurs during the Guarantee Period. Upon receipt of notification, Supplier shall immediately remedy the Nonconformity. Further, Supplier shall immediately inform Buyer about and remedy any Nonconformity of which it becomes aware regardless of whether it receives any notice from Buyer. Buyer may, in its discretion, require that Supplier either replace or repair the Nonconformity Supplies at the site or at any other place designated by Buyer. Supplier shall be responsible for all removal, transportation, travel, lodging, installation, repair, replacement and other costs associated with rectifying the Nonconformity.

14.5 If Supplier is required to perform any repair or replacement at the site, Supplier shall comply with all instructions of Buyer regarding the site.

14.6 If the Supplies do not function in a manner that satisfies the purposes for which they are

intended, Supplier shall have the burden to establish that the Supplies conform to all requirements of the Purchase Order.

14.7 If Supplier fails to fulfil any of its Guarantee obligations, Buyer shall have the rights and remedies set forth in article 23, below including without limitation the right to remedy, at Supplier's cost, any Nonconformity.

15. SPARE PARTS

15.1 Upon request of Buyer, Supplier shall send Buyer an offer for spare parts soonest possible from date of Buyer's request. The offer shall include a complete and detailed list with prices for each separate item. Supplier shall ensure that it can promptly deliver spare parts for the Supplies for a period of at least ten years after the date of delivery.

16. PRICES AND TAXES

16.1 The Purchase Order Price is a firm lump-sum price. The Purchase Order Price shall not be adjusted for changes in the cost of labor, materials, duties, taxes, assessments or any other matter, including without limitation any cost or expense of Supplier in performing any of its obligations under the Purchase Order.

16.2 Supplier shall pay all duties, taxes and other assessments arising from or in connection with the performance of its obligations under the Purchase Order and Buyer's payment of the Purchase Order Price including any tax and duties payable by Buyer due to Supplier's lack of timely shipment.

16.3 Unless otherwise specified in the Purchase Order, no payment shall become due from Buyer until delivery of the entire Supplies.

17. TERMS OF DELIVERY

17.1 The Purchase Order is subject to the specific Incoterm stipulated therein. Title to the Supplies shall transfer upon the earlier of the date of delivery or the date of payment by Buyer.

17.2 Where the Purchase Order provides for the delivery of multiple shipments at the request of Buyer, Supplier shall immediately inform Buyer in writing if any request for delivery by Buyer exceeds any limits (e.g., as to quantity or total value) contained in the Purchase Order.

17.3 The Supplies will not be considered delivered unless the Supplies strictly conform to each of the requirements contained in the Purchase Order

and Buyer has received a complete and correct invoice and all required documents (including any specified in the Document Delivery Schedule as well as any (bank) guarantees, and certificates of insurance).

- 17.4 Time is of the essence for delivery. No delay in the delivery is allowed without a written change order issued by Buyer. Subject to the foregoing, if Supplier has any reason to believe that any stipulated milestones might not be met, it shall immediately notify Buyer in writing, specifying the cause for the delay, the estimated duration of the delay and Buyer's plan and acceleration efforts for avoiding any delay. All acceleration efforts shall be at Supplier's cost.
- 17.5 In case of delay, Buyer shall have the right to accept the Supplies and require payment of any stipulated liquidated damages.

18. LIQUIDATED DAMAGES FOR DELAYED DELIVERY

- 18.1 If the delivery of any Supplies other than a document is delayed beyond any of the stipulated delivery dates, Supplier shall pay Buyer, as liquidated damages for delay and not as a penalty, an amount equal to 1.0 percent of the total amount of the Purchase Order Price for each full or partial week of delay. If the delivery of any document included in the Supplies is delayed beyond any of the stipulated delivery dates, Supplier shall pay Buyer, as liquidated damages for delay and not as a penalty, an amount equal to 0.5 percent of the total amount of the Purchase Order Price for each full or partial week of delay. Such liquidated damages shall not exceed in the aggregate 10 percent of the total amount of the Purchase Order price, except such limit shall not apply in cases of intentional or gross misconduct by Supplier.
- 18.2 Buyer may, at its election, either demand payment of delay liquidated damages or offset such damages against amounts owing Supplier. Supplier shall pay any liquidated damages within 30 days from the date of any demand by Buyer.

19. FORCE MAJEURE

- 19.1 Force Majeure Event means any (i) storm, hurricane, flood, lightning, earthquake or fire, (ii) war, rebellion, or civil war, (iii) general strike or general labor stoppage (but exclusive of any strike or labor stoppage affecting only Supplier or its subcontractors), (iv) embargoes, sanctions or similar regulation of any government and (v) radioactive or other toxic contamination, that in each case could not be reasonably foreseen, is beyond the reasonable control of the party

claiming Force Majeure and causes a material delay or disruption in the performance of any obligation under the Purchase Order, provided that where the Supplies form part of Buyer's supply to its Customer, any such event shall also be acknowledged by the Customer as excusing Buyer's performance.

- 19.2 Any obligation under the Purchase Order shall be excused to the extent and for the period only that the party's inability to perform is caused by a Force Majeure Event.
- 19.3 Upon the occurrence of a Force Majeure Event, Supplier shall continue to perform its obligations under the Purchase Order so far as reasonably practical and shall undertake all reasonable efforts to mitigate its effect.
- 19.4 Notification of a Force Majeure Event shall be given soonest possible and within 72 hours of the occurrence of the circumstances constituting the Force Majeure Event and it shall specify the affected obligation. If a Force Majeure Event prevents a subcontractor or vendor of Supplier from performing its obligations, Supplier shall immediately use best efforts to procure performance by another subcontractor or vendor. The party affected by the Force Majeure Event shall, upon request, submit to the other party a plan detailing all proposed actions to minimize any resulting delay.
- 19.5 If a Force Majeure Event exists for a continuous period of 180 days, Buyer may terminate the Purchase Order after giving 30 days' written notice, after which both Parties shall be released from any further obligations after the date of termination except that Buyer shall be entitled to request Supplier to deliver the Supplies in whole or in part for which Supplier has received payment. Upon termination of the Purchase Order due to a Force Majeure Event, the Parties shall settle any unjustified enrichment of a Party including but not limited to repayment of any amount paid in excess of what is due.

20. PACKING. SHIPMENT

- 20.1 Delivery of the Supplies shall take place as stipulated in the Purchase Order.
- 20.2 In the event Buyer is unable to take delivery for any reason, Supplier shall keep the Supplies in its own stores for at least 60 days without any compensation. Payment for documented, reasonable costs of storage of the Supplies will only take place after the 60 days storage.
- 20.3 With regard to packing and shipping, Supplier shall comply strictly with the stipulations given in this article 20 and in the individual purchase

order.

- 20.4 The Supplies shall be properly packed in accordance with the specified packing specifications and instructions of Buyer so as to withstand losses and damages from transportation, storage and handling, and protective measures shall be taken to prevent damage from moisture, rain, shock, etc., according to the characteristics and requirements of the Supplies so as to ensure their safe arrival at the site without deterioration from rust, corrosion etc. or any other damage or loss. Spare parts must be packed separately and marked "Spare parts".
- 20.5 Supplier shall be obliged to compensate all damages, losses and costs sustained by Buyer due to Supplier's inadequate packing and inappropriate storage instructions.
- 20.6 Loose accessories shall be labelled by Supplier, indicating Item No., name of main machinery, name of accessory or its position number on the assembly drawing.
- 20.7 Supplier shall submit packing lists in accordance with Buyer's instructions and not later than 14 days before the delivery date.
- 20.8 Supplier shall mark the packages in accordance with BUYER's instructions. Unless otherwise stipulated by BUYER the following information shall at least be stipulated on two adjacent sides of each package in the English language.
- A. Purchase Order No.
 - B. Shipping mark as stated in the Purchase Order or pertaining documents
 - C. Package No.
 - D. Gross/Net weight (kg)
 - E. Dimensions: Length x Width x Height (cm)
 - F. Centre of Gravity or points for slinging (in cases of packages weighing more than 2 tons each)
- 20.9. Further, each case of goods supplied by Supplier shall be conspicuously marked on the sides with other appropriate international marks (as "Right Side Up", "Handle with Care", etc.) according to the different characteristics and requirements for transportation, loading and unloading of the Supplies. Regarding the unpacked Supplies, metal labels with markings as stipulated above shall be attached to each of them, or marks with indelible paint shall be put on both ends of each package.
- 20.10 Supplier shall immediately inform Buyer of any dangerous or hazardous materials forming part of the Supplies. All such materials shall be transported, handled and stored in accordance

with all applicable laws, regulations, conventions and protocols, including but not limited to the IMDG and the IATA Dangerous Good Regulations. Supplier shall in addition to other require markings mark such goods and materials according to IMO and IATA requirements and treat the goods accordingly. In the case of maritime transport, Supplier shall list each of the following: the IMO/IMDG Class number, the UN number and the IMDG Code page number. In the case of air transport, Supplier shall list the UN/ID number and Class number. Supplier shall give Buyer prior written notice of any shipment of any dangerous or hazardous goods or materials.

- 20.11 Supplier shall notify Buyer 60 days prior to the readiness of each lot of goods for shipment:
- Date of readiness of Supplies for shipment
 - Total gross weight and total volume
 - Number of packages
- Simultaneously Supplier shall send to Buyer a detailed list including the following information:
- Package No. – Item No. – Designation
 - Dimensions (cm) – Net/Gross Weight (kg)
 - Other characteristics.
- 20.12 In case of large packages weighing over 20 tons or measuring over 12 meters long, 3 meters wide and 3 meters high, Supplier shall provide, 70 days prior to the shipment, to Buyer a final transport drawing of the package showing overall dimensions, lifting points, center of gravity and supports.
- 20.13 Supplier shall advise Buyer 15 days in advance, of the exact date of readiness of supplies, indicating position of order, relevant quantity ready for forwarding, sizes and weights of each package.
- 20.14 Unless otherwise agreed, the Supplies shall be shipped only upon positive testing (or Buyer's written waiver of such testing) or upon Buyer's approval of shipment, and Supplier shall contact Buyer to be informed of any forwarding agent appointed by Buyer for the coordination and the transport of all Supplies intended for the destination.
- 21. SUBCONTRACTORS AND ASSIGNMENTS**
- 21.1 Supplier shall be fully responsible for the acts and omissions of its subcontractors and vendors. Supplier shall have notified Buyer of any known subcontractors and vendors prior to or in connection with any proposal and shall not subcontract any portion of the Supplies, except for general merchandise, without Buyer's prior written consent.

21.2 Supplier shall ensure that its purchase orders with third parties are in writing and provide that all rights and interests of Supplier, including guarantees and warranties, are assignable to Buyer upon Buyer's written request provided Buyer assumes Supplier's obligations.

21.3 Supplier may assign its rights or interests under the Purchase Order to any third party only with Buyer's written consent.

22. ERECTION PERSONNEL

22.1 If any supervision, erection, testing, commissioning or other services are not included in the Supplies but are nonetheless required by Buyer in connection with any Supplies, Supplier shall, upon the written request of Buyer, supply personnel for such services for the duration specified by Buyer. Such services shall be supplied according to these General Conditions of Purchase and/or the "General Terms and Conditions of Purchase of Supervision or Consultancy Services - Haldor Topsøe" as further specified by Buyer in writing. The price for such services shall be specified in a Purchase Order between Buyer and Supplier.

23. REMEDIES AND RIGHT OF SET-OFF

23.1 In the event of any Nonconformity in respect of any Supplies, Buyer may, in addition to any other remedy under applicable law, pursue any one or more of the following: Reject delivery of the Supplies or any part thereof; revoke its acceptance of the Supplies or any part thereof and require Supplier to re-possess the Supplies and reimburse any payments made by Buyer; demand an immediate cure by Supplier; remedy, for Supplier's account the Nonconformity; terminate all or a portion of the Purchase Order; purchase substitute or similar Supplies from another supplier, in which case, Supplier shall pay Buyer all additional costs incurred in procuring the substitute or similar Supplies; or withhold any and all payments until all Nonconformities are fully remedied.

23.2 Buyer shall be entitled to set off against any payment that may be otherwise due under the Purchase Order any costs or expenses incurred by Buyer in remedying any Nonconformity in the Supplies, any liquidated damages payable by Supplier under the Purchase Order or any amounts due and payable by Supplier to Buyer in connection with any other transaction. Buyer reserves the right to claim repayment of any amount paid in excess of what is due.

24. LAW AND VENUE

24.1 The Purchase Order, including these General Conditions of Purchase, shall be governed by and interpreted in accordance with Danish law (excluding its choice of law provisions).

24.2 Any controversy, claim or dispute arising out of or in connection with the Purchase Order, including these General Conditions of Purchase, shall be subject to the exclusive jurisdiction of the Maritime and Commercial Court of Copenhagen. The 1980 UN Convention on Contracts for the International Sale of Goods (CISG) is excluded from and shall not apply to the Purchase Order.

25. EXPORT PERMISSION

25.1 Supplier is solely responsible for ensuring that any and all export licenses or permits required for delivery to the final destination (including Customer's site) can be obtained to the extent required. In case such export licenses or permits cannot be obtained, Supplier shall immediately notify Buyer and Buyer may immediately terminate the Purchase Order and exercise its rights under article 23 above.

25.2 If the ordered items include products of USA origin, Supplier shall so inform Buyer immediately and provide Buyer with all requested details.

25.3 The Supplier shall be responsible for complying with all applicable export regulations.

26. QUALITY ASSURANCE

26.1 Supplier shall maintain a quality control program for the Supplies. Supplier shall comply with Buyer's written quality assurance requirements, as such may be amended, and all quality assurance requirements set forth in the Purchase Order. In the event Supplier is not in receipt of such requirements, Buyer will provide Supplier with a copy upon request.

27. INTELLECTUAL PROPERTY AND SPECIAL EQUIPMENT

27.1 Title to drawings, software, Specifications and other materials prepared by or on behalf of Supplier as part of the Supplies shall vest in Buyer. Supplier may retain a copy of all such documents for internal use only.

27.2 Upon Buyer's request, molds and other tools manufactured only for the Supplies shall become the property of Buyer and shall be delivered to Buyer free of charge as part of the Supplies.

27.3 Buyer retains all intellectual property rights in any document, know-how or other matter or thing provided by Buyer to Supplier in connection with the Purchase Order.

28. MISCELLANEOUS

28.1 In the event any of the provisions of the Purchase Order, including these General Conditions of Purchase, is ruled invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions of the Purchase Order, which shall be construed and interpreted to further the intent of the parties.

28.2 The Purchase Order may be amended only by written agreement signed by a duly authorized representative of Buyer and Supplier.

28.3 Supplier shall maintain adequate insurances consistent with reasonable commercial practice and the nature of its Supplies, including without limitation third party liability, product liability and professional indemnity insurances. Upon request of Buyer, Supplier shall provide Buyer with suitable evidence of insurance.

28.4 Supplier shall perform the Supplies as an independent contractor, and the relationship of the parties shall in no event be construed as that of principal/agent, employer/employee, a joint venture or similar relationship.

28.5 The headings in these General Conditions of Purchase are for convenience only and shall not be used when interpreting or construing the provisions of these General Conditions.

28.6 In the event more than one individual or entities comprise Supplier, each such individual or person shall be jointly and several responsible for all liabilities and obligations of Supplier under the Purchase Order.

28.7 Buyer's lack of insisting on strict performance of any of the terms and conditions of these General Terms shall not constitute a waiver by Buyer of any right under these General Terms or a waiver of breach or of any remedy thereof.