

1. Preamble

These General Purchasing Conditions (the "Conditions") apply to any Purchase Order(s), Frame Agreement, Contracts or other order ("PO") issued by the Buyer (together the "Agreement") and entered into with the Supplier whose details are set out in the PO(s) (individually referred to as "Party" and collectively referred to as "Parties").

The Agreement and other documents constitute the entire agreement between Buyer and Supplier, and replaces and supersedes all other prior oral and written agreements between the Parties as well as any terms and conditions otherwise applicable to said transaction. By confirming the PO, or by performing or supplying any goods and/or services, or invoicing the Buyer in accordance with the PO, then Supplier expressly agrees and accepts all terms of the PO. In event of conflict between these Conditions and the terms of the PO, the terms of the PO shall prevail.

2. Definitions in the PO

"Buyer" means ESVAGT A/S, or other legal entity which has entered into the PO with Supplier. "Client" means a legal entity or natural person to whom Buyer provides or shall provide goods or services. "Group Entity" means a Party or its respective affiliates.

3. Price, Invoicing, Payment and Taxes

Price and charges. The firm and fixed fees and charges for the delivery of the goods and/or services shall be the price shown for each of such goods and/or services set out in the PO or in a price list attached to the PO or these Conditions. Apart from VAT and taxes (as set out below), the fees and charges shall include all costs and expenses, whether internal or external or direct or indirect incurred by Supplier in complying with the obligations set out in this Agreement or required by law.

Invoicing. Invoices shall be written in Danish or English, and shall include all necessary references to the specific goods and services provided and Buyer's references including Buyer's name, contact person and department, PO number, Buyer's material number, place of delivery, quantity and description of the goods and services (in the same sequence as in the PO). With regards to taxes each invoice shall show (i) the governing VAT rate if applicable to the charges being invoiced; and (ii) the VAT registration number of Supplier.

Due payment and non-payment. Payment shall be due and payable current month + 60 (sixty) days from delivery and Buyer's receipt of complete and correct invoice at the address stated in the PO if not disputed by Buyer prior hereto in writing. In the event Buyer has not received invoice of the goods or services under a PO at the address stated in the PO 180 (one-hundred and eighty) days after the delivery of the goods or completion of the services such goods or services shall not qualify for invoicing and shall not be payable.

Interests on late payments. In the event of late payment of undisputed amounts Buyer shall pay interest on all overdue sums at the Danish National Bank Discount rate plus 2% (two per cent) p.a. proportionally for the period.

4. Delivery, Title and Risk and Incoterms

Unless otherwise provided in a PO delivery terms for (i) the goods shall be DDP (Incoterms 2010) at the delivery point and on the date stated in the PO with all necessary customs invoices and delivery notes (issued in duplicates in Danish or English), advice notes, bills of lading and other documents ordinarily accompanying such goods and (ii) the services at the delivery point and on the date stated in the PO.

Title and risk. Without prejudice to Buyer's rights and remedies herein, title and risk of the goods pass to Buyer, and Supplier remains fully responsible for, all goods until delivery, whereas title and risk of the services shall pass to Buyer upon confirmed completion of the services. Supplier remains responsible for all goods leased to Buyer.

VAT and Taxes. All prices and rates contained in this Agreement are exclusive of VAT but inclusive of all other taxes, duties and charges including, but not limited to, corporate income taxes, individual taxes and other social contributions (labour law taxes).

Right to set off payment. Buyer reserve the right to set off payments against any amount validly in dispute or owed to Buyer by Supplier.

5. Packing and Marking

Each delivery shall be clearly marked with Buyer's name and address, Buyer's PO number, place of delivery, consignee on the exterior of the package(s) and be included in the documentation. All goods shall be delivered in a secure and appropriate packing suitable for domestic or overseas transport with due consideration to the generic nature and composition of the goods supplied.

6. Compliance

General compliance. Supplier shall comply with and shall ensure that all sub-contractors comply with all national or international laws, rules, regulations, orders, conventions, directives or ordinances in force from time to time which are applicable to the delivery or performance of goods or services.

Export Control Regulation. Supplier shall comply with all laws, regulations and rules applicable to delivery of the goods and services including without limitation United States and European Union ("U.S. or EU") regulations and controls involving export and re-export of goods, software and technology. To the extent any goods or parts of goods (including software and technology) supplied by Supplier to Buyer are subject to any such economic sanctions or export control laws and regulations of the U.S. or the EU, Supplier shall, upon Buyer's placement of a request for quotation or a PO, whichever is the earliest, or in case of defective goods at the time of re-delivery, without delay provide in a form satisfactory to Buyer any export control data of the goods requested by Buyer including U.S. and/or EU export classification including the Export Control Classification Number ("ECCN") and/or any similar forms of classification identification. Supplier shall indemnify and hold Buyer harmless from all fines, penalties and all associated expenses arising out of or resulting from the violation by Supplier of any of its obligations in this clause 6.

Anti-Corruption. As regards this agreement, each Party shall comply with all applicable anti-corruption laws and regulations.

7. Responsible Procurement

Code of conduct. In addition to the obligations set out in clause 6 Supplier shall respect and commit to implement Buyer's Third Party Code of Conduct as amended from time to time and provided to Supplier or as found at <http://www.esvagt.com/hseq/code-conduct> (the "Code") or alternatively an internationally recognized standard on human rights, anti-corruption, environment and labour, such as but not limited to United Nations Global Compact (UNGC) or Business Social Compliance Initiative (BSCI), and Supplier agrees to accommodate any potential audit pursuant to verification of the same by Buyer or any Client. The Supplier shall require their own suppliers to implement similar rules and as appropriate pass on such requirements to their sub-contractors and so on.

8. Intellectual Property Rights

Intellectual property rights. All intellectual property rights in and to goods, documentation or other deliverables and materials specifically developed by Supplier to fulfil the Agreement shall vest in Buyer upon creation. Supplier hereby irrevocably assigns to Buyer all such intellectual property rights and without imposing further conditions.

General obligations. The following information shall be considered "Confidential Information" for the purposes of the Conditions: (i) All information of Buyer and its Group Entities concerning employees, products, services, customers, suppliers, contractors, other third parties conducting business with the Buyer or Group Entities or other technical and commercial matters, (ii) the terms of the Agreement, (iii) any information developed by reference to or use of Buyers' or its Group Entities' information referenced above and (iv) any information which according to applicable law is confidential whether in written, oral or visual form disclosed by Buyer to Supplier in relation to this Agreement. Such Confidential Information shall remain the property of Buyer and shall not be given or disclosed to any third party without Buyer's prior written consent. Supplier shall only use the Confidential Information for the purposes of this Agreement and shall limit internal dissemination hereof.

9. Confidentiality and Reference

General obligations. The following information shall be considered "Confidential Information" for the purposes of the Conditions: (i) All information of Buyer and its Group Entities concerning employees, products, services, customers, suppliers, contractors, other third parties conducting business with the Buyer or Group Entities or other technical and commercial matters, (ii) the terms of the Agreement, (iii) any information developed by reference to or use of Buyers' or its Group Entities' information referenced above and (iv) any information which according to applicable law is confidential whether in written, oral or visual form disclosed by Buyer to Supplier in relation to this Agreement. Such Confidential Information shall remain the property of Buyer and shall not be given or disclosed to any third party without Buyer's prior written consent. Supplier shall only use the Confidential Information for the purposes of this Agreement and shall limit internal dissemination hereof.

Required Disclosure. Nothing in this clause 9 may be deemed or construed to prevent Supplier from disclosing any Confidential Information (i) if such disclosure is for the purpose of complying with any law or court order; or (ii) if such disclosure is required in order to perform the services for Buyer.

Reference and advertising. Supplier is not permitted without prior written consent from Buyer to use Buyer's name or any commercial relation with Buyer or a company associated with Buyer for the purpose of advertising or as a reference.

10. Warranties

Supplier's warranties. Supplier warrants and undertakes that (i) the goods shall be new, of good quality and workmanship, free from defects and fit for the intended purposes, including complying with any applicable regulation and specifications, including applicable standards; and (ii) the services shall be delivered in accordance with market standards and good practices or such other level of standards agreed between the Parties.

Warranty period. Unless otherwise agreed in writing, the goods and services delivered shall comply with the warranties and undertakings for 24 (twenty-four) months from the goods are delivered, or from the date of complete delivery of services whichever is later. The Supplier shall promptly repair or replace (at Buyer's discretion) any goods or services which do not comply with the warranties and undertakings, at no additional cost to the Buyer.

11. Remedies

Delay and defects. Any delay by Supplier in delivery of the goods and/or services, entitles the Buyer to liquidated damages set out below (the "Liquidated Damages").

Any goods and/or services delivered in defective or non-acceptable condition of any kind, are to be considered as not delivered contractually on time and will also entitle the Buyer to Liquidate Damages in respect of the period from which the defective goods and/or services is delivered, until they are remedied or re-delivered.

Liquidated Damages are agreed at 1 (one) % of the total Agreement price per calendar day of delay, counting from the agreed date of delivery as otherwise specified in this Agreement.

Material breach. Any failure or delay in delivery of correct and non-defective goods or services, including partial delivery or breach of Supplier's warranties as well as breaches in general, shall be considered a material breach of the PO and entitle Buyer to terminate the PO with no prior notice.

12. Indemnity

Intellectual property indemnity. Supplier shall defend, indemnify and hold harmless Buyer from and against all claims resulting from any proceeding brought against Buyer or its affiliates or Client(s) based on a claim that any goods or services, or their use in the manner intended by Supplier, infringe any patent or other intellectual property right.

13. Insurance

Scope of insurance coverage. Supplier shall have and maintain insurance coverage in accordance with good international industry practices and applicable law, including Product Liability insurance as well as any other insurance which Supplier deem appropriate in connection with fulfilling the duties under these Conditions e.g. Professional Liability, Transport/Cargo Insurance, for the specific period at its expense with a reputable insurance company, properly safeguarding Supplier against its liability hereunder.

14. Assignment

Buyer's right to assign rights and obligations. Buyer is entitled to assign, subcontract or otherwise transfer its rights and obligations under the Agreement and any PO in whole or in part to any other entity.

Supplier's right to assign rights and obligations. Supplier shall not be entitled to assign or otherwise transfer any rights or obligations under the Agreement or any PO without the prior written consent of Buyer.

15. Sub-contractors

Use and liability. Supplier shall be entitled to use sub-contractors in the delivery or performance of the goods and services however Supplier shall be liable for all acts and omissions of its sub-contractors (including any sub-sub-contractors) to the same extent as Supplier is itself liable to Buyer.

16. Law, Jurisdiction and Disputes

Danish law applies. The Agreement and any non-contractual obligations arising out of or in connection herewith shall be governed construed and enforced in accordance with the laws of Denmark to the exclusion of any other law and without regard to any conflict of law principles.

Arbitration. Any dispute shall be subject to arbitration arranged by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration in force at the time when such proceedings are commenced. The venue for arbitration shall be Copenhagen and the proceedings shall be conducted in the English language. The arbitral award shall be final and conclusive and binding on the parties.