

SALES AND DELIVERY TERMS

1. Application

1.1. These sales and delivery terms are applicable to all products and services purchased from ROLTEC el-kørestole A/S, Lægårdsvej 13, 8520 Lystrup, Denmark (referred to in the following as "ROLTEC").

1.2. In the case of discrepancy between these sales and delivery terms and the buyer's standard purchasing terms or similar, these sales and delivery terms shall exclusively be applicable irrespective of whether ROLTEC may have expressly or in any other way rejected the buyer's purchasing terms or similar.

2. Prices

2.1. The prices stated by ROLTEC in tenders, order confirmations or elsewhere are exclusive of VAT at the rate current from time to time and exclusive of the duties, fees and direct or indirect taxes and charges and similar current from time to time. Furthermore, prices are stated ex works Lystrup (Incoterms 2000) unless anything to the contrary has been agreed.

3. Payment

3.1. Unless anything to the contrary has been agreed in writing, payment falls due no later than 30 days from the invoice date. In the case of delayed payment, the buyer shall pay default interest corresponding to and in accordance with Section 5 of the Danish Interest Act and, in accordance with the same Act, ROLTEC shall be entitled to charge a fee for forwarding reminders when payment is not made on the due date.

4. Retention of title

4.1. The product(s) delivered shall remain ROLTEC's property until full payment has been made. In the case of delayed payment ROLTEC shall at all times be entitled to repossess the product(s) delivered and the buyer shall defray all costs in connection with repossession. If the buyer fails to defray or provide security for such costs, instead of asserting the retention of title, ROLTEC shall be entitled to claim compensation in pursuance of the general rules of Danish law, which ROLTEC is otherwise entitled to irrespective of whether or not ROLTEC asserts the retention of title.

5. Place and time of delivery and transfer of risk

5.1. Unless anything to the contrary has been agreed, by informing the buyer that delivery has taken place by sending the buyer an invoice, for instance, all deliveries shall be ex works Lystrup and shall be regarded as having taken place when ROLTEC has made the product available to the buyer at ROLTEC's factory in Lystrup or at another agreed location on the agreed delivery date or within the agreed delivery deadline. At that time, all and any risk of the destruction of or damage to the product shall be transferred to the buyer unless the product has been delivered to the buyer beforehand for testing, on loan, or to otherwise use, as in such cases the risk of the destruction of or damage to the product will have been transferred to the buyer on delivery.

5.2 Any delay in the agreed delivery date or deadline of up to seven days shall be regarded as timely delivery on the condition that the buyer has been informed of the delay.

6. Warranty and its lapse where applicable

6.1. ROLTEC provides one year's warranty on the product sold. The warranty does not include wearing parts such as tyres, batteries and similar.

6.2 However, the warranty shall lapse if the buyer fails to carry out general maintenance or maintenance stipulated by ROLTEC on the product bought, or if the buyer has carried out repairs, installations or changes or allowed a third party to do so without ROLTEC's prior written consent. The warranty does not cover faults or damage caused by the incorrect use or storage of the product. The warranty shall also lapse if the product bought is used in such a way or for such a purpose that, in the nature of the case, it is not suitable for.

7. Defects and liability for these

7.1. ROLTEC's liability for defects only applies to defects in products supplied by ROLTEC that become evident within 24 months of the delivery date. Furthermore, ROLTEC shall only be liable for defects if they are due to circumstances that arose before the risk was transferred to the buyer; if the buyer immediately submits a claim regarding such defects; if the agreed terms of payment have been complied with; if the product supplied has not been changed, repaired or used in such a way or for such a purpose that, in the nature of the case, it is not suitable for without ROLTEC's instructions or written approval; and if the defects have arisen in connection with the product's normal, prescribed functions and correct use.

7.2 The buyer shall immediately inform ROLTEC of defects in writing as soon as they are discovered and under any circumstances within the 24-month deadline referred to in item 7.1. Failure to do so will result in the buyer losing all rights consequent on such defects.

7.3 Unless anything to the contrary has been agreed, all products forwarded to and from ROLTEC in connection with free repairs or replacements shall be for ROLTEC's account and risk. However, this is conditional on the buyer's following ROLTEC's instructions regarding the way products must be forwarded.

7.4 ROLTEC shall be obliged and reserves the right to repair or replace products supplied by ROLTEC within 24 months of the delivery date which, according to ROLTEC's examination or assessment, are defective due to faulty manufacturing, construction or material.

7.5 Defective products must be placed at ROLTEC's disposal and become ROLTEC's property after they have been replaced.

7.6 If the buyer submits a claim regarding a defect and ROLTEC finds that it is not liable for the defect in question, ROLTEC shall be entitled to compensation for the work and costs the company has incurred in connection with the claim and possibly also with forwarding.

7.7 ROLTEC shall not be liable for defects that are due to lack of maintenance, incorrect installation on the part of the buyer or a third party, changes made without ROLTEC's written consent, repairs carried out inadequately by the buyer, or incorrect use and storage. Finally, liability does not extend to normal wear and deterioration, including trivial shortcomings that have no effect on function.

7.8 ROLTEC shall not be liable for defects over and above those mentioned in items 7.1 - 7.7. This applies to any loss the defect may have caused, including operating loss, loss of earnings and other indirect loss. This limitation of ROLTEC's liability shall not apply to cases in which the company has been guilty of gross negligence.

8. Liability for damage caused by the product (product liability)

8.1. ROLTEC shall only be liable for personal injury if it can be proved that there is a causal connection between the injury and the defect and that the defect and the injury are due to a fault or negligence on the part of ROLTEC or others for whom ROLTEC is responsible.

8.2 ROLTEC shall not be liable for damage to real property or movables that occurs while the product supplied is in the possession of the buyer. ROLTEC shall not be liable for damage to products made by the buyer or to products into which these are incorporated. In general, ROLTEC shall solely be liable for damage to real property and movables on the same terms (proof and causal connection) as those that apply to personal injury. Under no circumstances shall ROLTEC be liable for operating loss, loss of earnings and other indirect loss, or for damage to the defective product itself.

8.3 To the extent that product liability should be imposed on ROLTEC with regard to a third party, the buyer shall be obliged to indemnify ROLTEC to the same degree as ROLTEC's liability is limited in accordance with the provisions in item 8. These limitations on ROLTEC's liability shall not apply, however, if ROLTEC has been guilty of gross negligence.

8.4 If a third party makes a claim against the buyer or ROLTEC for compensation for damage in pursuance of item 8, the party against whom such a claim has been made shall immediately inform the other party of this.

8.5 ROLTEC and the buyer shall be mutually obliged to allow proceedings to be taken against one of them, at the court or arbitration tribunal that hears claims for damages, by reason of damage it is claimed to have been caused by a product supplied by ROLTEC.

8.6 If ROLTEC so demands, however, the mutual relation between the buyer and ROLTEC shall be decided by an arbitration tribunal or court as mentioned in item 11.1 and in accordance with the law in ROLTEC's country in pursuance of item 11.2.

9. Exemption from liability (force majeure)

9.1. The following circumstances confer exemption from liability on ROLTEC if they prevent the fulfilment of a sales agreement, or make its fulfilment unreasonably onerous: industrial disputes and any other circumstance beyond the control of ROLTEC, such as fire, accidents involving nuclear materials, war, mobilisation or unforeseen military call-up of a

similar extent, requisitioning, seizure, currency and financial restrictions, acts of terrorism or threats of the same, rebellion or unrest, lacking means of transport, general scarcity of goods, restrictions on fuel and energy and shortcomings in or delayed deliveries from subcontractors.

9.2 If a hindrance to deliveries can be expected to last more than three months, ROLTEC and the buyer shall be entitled to cancel any agreements they have entered into without this being regarded as a breach and without the consequences that would follow from this.

9.3 Circumstances such as those mentioned above that occur before the sales agreement is entered into shall only entail exemption from liability if their influence on the fulfilment of the agreement could not be foreseen at the time the agreement was entered into.

10. Drawings, descriptions and specifications

10.1. All drawings and technical documents connected with products or manufacturing them given by one party to the other, before or after entering into the sales agreement, belong to the party that gave them. Drawings, technical documents and other technical information received by one of the parties shall not be used for purposes other than installing and maintaining the product without the consent of the other party, and such material shall not be used, copied, reproduced, transferred or in any other way revealed to a third party without the consent of the other party.

10.2. At the request of the buyer, ROLTEC shall provide the buyer, free of charge at the beginning of the period mentioned in item 7.1, with the agreed amount, but at least one copy, of information and drawings sufficiently detailed to enable the buyer to carry out the installation and maintenance of all product components. However, ROLTEC shall not be obliged to provide material showing how the product or spare parts are made.

10.3. All information on weight, dimensions, technical and other data in the catalogues and other material prepared by ROLTEC are solely of an instructive character. ROLTEC shall not be liable for errors in this material. ROLTEC reserves the right to make changes to constructions.

11. Applicable law and venue

11.1. Any dispute between ROLTEC and the buyer arising from these sales and delivery terms shall be decided at the discretion of ROLTEC either by arbitration in pursuance of the rules on this that are applicable in ROLTEC's country, at the Maritime and Commercial Court in Copenhagen or at ROLTEC's venue.

11.2. All legal issues that may arise from these sales and delivery terms shall be decided in pursuance of the law in ROLTEC's country if nothing to the contrary expressly follows in a written agreement between ROLTEC and the buyer.

11.3. In connection with sales to countries outside Denmark, however, ROLTEC can decide at its own discretion that disputes shall be decided at one of the courts in the buyer's country.