

Freebee A/S

GENERAL TERMS AND CONDITIONS OF SALES

A: AGREEMENT

A.1. These terms and the individual provisions set out in this Agreement and in any agreement to which these Terms are attached constitute the entire Agreement between SELLER and BUYER, supersede all prior oral and/or written correspondence (including orders, confirmation of orders, etc.) and can only be modified, changed or cancelled in writing or with SELLER's express consent. Any other terms, not expressly made part of this Agreement, shall have no bearing whatsoever on this Agreement. SELLER agrees that it has not been induced to enter into this Agreement by any representation or warranty made by BUYER other than those set out in this Agreement. Shipment or delivery of the goods listed in this Agreement by SELLER shall be deemed to constitute acceptance of these Terms in their entirety.

A.2. A waiver of any term or condition shall not be considered a waiver of any other Term or condition in the Agreement. Neither PARTY may convey any rights under this Agreement without the other PARTY's prior written consent.

B: QUOTATION AND ORDER

B.1. These Terms and the provisions on the face hereof or on an agreement to which these Terms are attached constitute the entire agreement between BUYER and SELLER, supersede all prior oral or written correspondence (including sales orders), and can be modified or cancelled only by an agreement in writing accepted by both. Any other terms not made a part hereof shall have no bearing on this Agreement. SELLER agrees that it has not been induced to enter into this Agreement by any representation or warranty made by BUYER other than as set out in this Agreement. Shipment or delivery of these goods by SELLER shall be deemed to be acceptance of these Terms in their entirety.

B.2. The waiver of any term or condition shall not be considered a waiver or any other term or condition. Neither party may assign this Agreement without the other party's prior written consent.

B.3. No employee, other than those being entitled to bind the PARTIES, agents or distributor is authorized to make any additions or alterations to offers, confirmation, or agreements made by either of the PARTIES. SELLER has neither the responsibility for any such additions or alterations, nor for damage or loss caused by any such actions or omissions.

C: DELIVERY TIME

C.1. The time of delivery is, unless otherwise stated, counted from the date that the Agreement between the PARTIES has been signed or confirmed by SELLER.

C.2. If delivery on the side of SELLER depends on import licenses or export licenses from the authorities, the time of SELLER's delivery is counted from the date when such licenses are issued and available to SELLER. The time clause does not effect BUYER's time of delivery.

D: DELIVERY CONDITIONS

D.1. If not otherwise stated in this Agreement, the term of delivery FCA ... (add place of delivery/harbour) [V.A.T. excluded], Incoterms 1990, applies.

D.2. According to the above clause BUYER bears all costs, including freight, as well as the risk of delay and loss or damage to the goods from the time the goods are being delivered to an independent carrier, including while the goods are in transit.

E: TERMS OF PAYMENT

E.1. Unless otherwise agreed upon in this Agreement, terms of payment are net cash under an irrevocable Letter of Credit, confirmed by an internationally well reputable Scandinavian bank and payable in a bank designated by SELLER. Interest will be charged on overdue amounts at a rate corresponding to the bank rate of the Danish Central Bank (Danmarks Nationalbank) plus 5%. If any amount is due or BUYER breaches this Agreement or BUYER's financial solvency becomes impaired, SELLER has the right, at its choice - in respect to any undelivered goods - to withhold delivery, cancel the Agreement, demand immediate cash payment or satisfactory security, sell the goods or take any other appropriate legal action to protect SELLER's rights as to this or any other contract between the PARTIES. BUYER agrees to pay SELLER's costs of collection, incl. usual attorney's fee and expenses.

E.2. As a consequence of clause D above BUYER bears all costs in connection with transport of the goods, such as freight, charges, insurance etc. In addition BUYER shall pay all excise, other taxes, duties, or charges presently or hereafter payable in respect to this transaction, i.e. related to sales, use, delivery or port. If SELLER makes disbursement of any of these costs, it shall be entitled to withhold the goods until re-inbursement has been effected.

F: WARRANTY

F.1. SELLER warrants that the goods will correspond to descriptions in this Agreement. NO WARRANTIES EXTEND BEYOND SUCH DESCRIPTION AND SPECIFICATION.

F.2. The foregoing warranty is in lieu of any and all other warranties or representations, whether oral or written, statutory, express or implied, and SELLER EXPRESSLY EXCLUDES ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

F.3. In the event of breach of warranty, SELLER shall have the option to replace or repair the defective goods, to refund the purchase price, or to grant a reasonable discount of such defect. The option elected by SELLER shall be the sole and exclusive remedy of BUYER for any breach of warranty.

F.4. BUYER warrants that he at his own cost will indemnify, hold harmless and defend SELLER from any proceedings or claim that the goods produced or delivered by SELLER have caused damage to goods and/or personal injuries. SELLER shall be notified of any proceedings against BUYER in connection with BUYER's possession and resale of the goods.

G: RESPONSIBILITY AND PRODUCT LIABILITY

G.1. SELLER is only responsible for damage on goods and for personal injuries, if it is proved that the damage and/or injury is caused by goods produced or delivered by SELLER and BUYER hereto has proved that he has taken all possible measures to avoid damage and/or injury.

G.2. In no event shall SELLER's liability to BUYER exceed the purchase price of the goods. SELLER expressly disclaims and is not liable for **special, consequential, indirect or punitive damages** of any kind. If any claim exceeding the price of the goods is being raised by a third party against SELLER, BUYER shall reimburse SELLER for the excess.

H: FORCE MAJEURE

H.1. Any failure or delay in performance according to this Agreement by BUYER or SELLER caused by an event beyond the reasonable control of either ("force majeure") shall not be deemed breach of this Agreement, such causes including - but not limited to the following: Acts of the public enemy; war; riots; insurrections and other hostilities; fire; explosions; technical breakdown; regulations or acts of governments or government agencies, including environmental and price control; unavailability or shortage of power, labour, transportation of raw materials or usual means of supply; shortage or curtailment of energy sources; strikes or other labour disturbances; failure or delay for any reason of SELLER's suppliers of goods or transportation. The PARTY being affected by the force majeure shall give prompt notice thereof to the other PARTY no later than 8 hours after the PARTY's knowledge of the force majeure. If such notice is not given within the time limit, the PARTY shall not be entitled to plead force majeure.

H.2. In the event of force majeure, which has been properly notified to the other PARTY neither of the PARTIES is liable for damages to the other PARTY due to loss caused by the force majeure. The PARTY claiming force majeure has the burden of proof.

H.3. In the event of force majeure, SELLER shall have no obligation to purchase goods or transport on the open market to deliver to BUYER and, when SELLER has contemplated a specific source of supply of goods or transportation and BUYER has reason to believe that a specific source was so contemplated by SELLER, whether or not the source was specified in this Agreement, SELLER shall not have any obligation to deliver goods to BUYER from or by any other sources.

H.4. In the event of force majeure, SELLER may, at its choice -a: cancel this Agreement wholly or partly if the hindrance still appears 7 days after the notice of force majeure or

-b: delay performance hereunder for any period necessitated by the force majeure in which event this Agreement shall remain in full force and effect. Furthermore, SELLER shall have the right-but not obligation-to allocate its available goods among BUYER and SELLER's other then-existing contract customers on a pro rata basis as SELLER may determine.

I: PACKAGE AND TRANSPORTATION

I.1. SELLER shall suitably pack, mark and ship the goods according to any instructions from BUYER. SELLER shall, prior to dispatch, forward to BUYER an approx. date of transport, subject to carrier available. SELLER may ship any part of goods when ready and payment shall then become due. SELLER shall not be responsible for costs or losses for failure to provide documents unless such documents are specifically requested by BUYER, nor shall it be responsible for errors or incorrect declarations in documents. If SELLER is to insure goods on carrier policy, coverage will be Marine Insurance subject to SELLER's choice as stated in the invoice, the amount for risks depending on the character of the goods.

J: CHOICE OF LAW AND ARBITRATION

J.1. Any and all disputes or claims arising out of or in connection with this Agreement, including disputes on whether an Agreement has been entered into or not, breach, termination or invalidity of the Agreement, shall be fully and finally settled by arbitration by three arbitrators in accordance with the "Rules of Procedure of the Danish Institute of Arbitration"(Copenhagen Arbitration). Each of the PARTIES shall appoint one arbitrator within 30 days of notice of a claim for arbitration from the other PARTY or from Copenhagen Arbitration. The third arbitrator, who shall be the Chairman of the Arbitral Tribunal and who shall be an attorney or a Judge, shall be elected by the first two arbitrators within 14 days after their appointment, or, in excess of this time limit by the Institute. The site of the arbitration is Copenhagen. The language of the arbitration is Danish or English, at the PARTIES' choice, and in lack of agreement, finally decided by the Chairman of the Arbitral Tribunal.

J.2. The Agreement and all disputes arising in connection with the Agreement shall be governed by the Law of Denmark.

J.3. The PARTIES shall upon written consent, which consent cannot be given before the dispute has arisen, be entitled to deviate from clause J1 and J2, in order that disputes may be settled in other ways, in other fora or according to other legal systems.

K: MESSAGES

K.1. Any message to be given under this Agreement shall be given in writing by means of communication ensuring evidence and date of receipt (e.g. registered mail with a return receipt, special courier, telex or facsimile) and shall be deemed effective when actually received by the recipient at the address stated in this Agreement.