

Sales and Delivery Terms for Elogic A/S

Unless otherwise agreed upon and confirmed in writing by ELOGIC, the terms "Orgalime S 2000, General Conditions for the Supply Of Mechanical, Electrical and Electronic Products, Brussels, August 2000" shall apply with the following changes and additions.

OFFERS - CONTRACT TOTAL

Offers shall be valid for 30 days from the day of submission. All prices are excluding VAT and shipping costs, which can be added on as a supplementary service. Reservations are made for price increases from suppliers as well as for changes in government taxes, tariffs, exchange rates, commodity prices and freight costs. Except for price increases from subcontractors, the same reservations shall apply for fixed-total contracts. Offers made by ELOGIC will only be binding upon ELOGIC when the company has accepted them by order confirmation.

DELIVERY

Unless another delivery clause has been agreed upon and is listed in the order confirmation, delivery will be "EXW" under the INCOTERMS in effect. The risk of shipping shall lie with the Purchaser unless ELOGIC arranges and invoices transportation. ELOGIC shall be entitled to make partial deliveries and partial invoicing if it so chooses.

SCOPE OF DELIVERY

Unless ELOGIC has explicitly undertaken a process responsibility, the Purchaser shall be solely responsible for ensuring that the delivered goods and/or services meets the Purchaser's needs.

SOFTWARE

To the extent that software is a separate part of ELOGIC's delivery or integrated into the components of ELOGIC's delivery, the following provisions shall apply in addition to the regular sale and delivery terms:

Computer software and all related rights including copyrights, trade secret rights and intellectual property rights belong exclusively to ELOGIC. Under the present Terms and Conditions, no rights to the software shall be transferred apart from the limited right of use transferred in accordance with these Terms and Conditions. ELOGIC hereby grants a perpetual, non-transferable and non-exclusive right to use the software. The software shall only be used in connection with the use of the components in which the software is an integral part. If any software is not integrated into a component, the software must only be stored on the hard drive on one workstation and only used by one user at a time unless otherwise agreed upon. The transfer of software or the right to use by a third party, reproduction, translation, adaptation, alteration, decompilation, reverse engineering beyond that allowed by mandatory law, circumventing the key devices or authorization codes shall be prohibited. Deliveries shall include the version of the software which is current on the day of the offer. ELOGIC shall not guarantee compatibility with other computer systems including software or with new versions of software. If software products other than ELOGIC are included in the delivery, the copyright holder's licensing terms shall apply.

PROPERTY AND KNOW-HOW

ELOGIC shall retain all rights to the know-how which ELOGIC has prepared and delivered. The Purchaser shall only be entitled to use the know-how in connection with ELOGIC's delivery.

PAYMENT

Invoices fall due 30 days from the invoice date unless otherwise agreed upon in writing. A late fee of DKK 100.00 shall apply. The Purchaser shall not be entitled to withhold payment because of any counterclaim which ELOGIC has not recognized.

PURCHASER'S OBLIGATIONS

The Purchaser shall at all times be responsible for ensuring that all data and all programs stored on the supplied equipment are completely and sufficiently backed up. The Purchaser shall be responsible for setting up data virus protection. If data is lost, ELOGIC shall not be liable for the restoration of data which the Purchaser has not backed up. The Purchaser shall be responsible for restoring the lost data from the Purchaser's own backups. The Purchaser shall comply with the export control rules applicable under Danish and foreign law in the event that the delivery is exported or re-exported.

LIABILITY FOR DEFECTS

Orgalime 2000S paragraphs 22-33 shall apply, except that in addition to paragraph 30 it is stated that irrespective of the place of destination or the place of delivery is outside Denmark e.g. other countries or Greenland the Buyer shall bear any additional cost incurred by ELOGIC caused by the fact that the Product is outside Denmark and except that any requirements under paragraph 32, section 2, shall not exceed 15% of the contract sum.

ELOGIC disclaims any liability for indirect losses and other economic losses including, but not limited to, lost profits, production loss, lost production time, loss of interest, power failures and the cost of replacement power. ELOGIC shall have no responsibility for whether the software, whether it is integrated in a component, part of another delivery or supplied independently, satisfies the user's specific or general needs, or whether the use will be flawless or without interruption. ELOGIC's responsibility for shortcomings of the software shall be limited to remedial help or, should ELOGIC so choose, redelivery of the media upon which the software was delivered. ELOGIC's liability for defects does not include deficiencies in other parties' software which forms part of the delivery. ELOGIC shall only be responsible for passing on complaints to this effect to the relevant software supplier. Prior to requesting help, the Purchaser must implement the designated troubleshooting procedures, just as the Purchaser must ensure the protection of programs, data and valuables that may exist. If the equipment sold is modified or serviced by other than ELOGIC or its designated repair technician, ELOGIC may refuse to remedy the problem free of charge.

PRODUCT LIABILITY

In addition to Orgalime 2000S paragraph 43, ELOGIC shall in no circumstance be responsible for indirect losses and other economic consequential losses including, but not limited to, lost profits, production losses, lost production time, loss of interest, power failures and the cost of replacement power. ELOGIC has pursuant to Orgalime 2000S paragraph 38 expanded its liability for property damages including damages to real property so that ELOGIC will be liable for damages caused by the sold equipment if it can be documented that the damage is caused solely by an error or omission committed by ELOGIC or others under ELOGIC's responsibility. This liability shall be limited to that portion of the damage which exceeds DKK100.000 but is less than DKK 5 million.

DISPUTES - APPLICABLE LAW

Disputes shall be settled under Danish law. ELOGIC shall, regardless of the arbitration clause in NL92, be entitled to choose to conduct litigation in the ordinary courts.