

CROMOCOL SCANDINAVIA AB - GENERAL TERMS AND CONDITIONS

1. APPLICABILITY

These terms and conditions shall apply to every offer and every agreement between Cromocol Scandinavia AB, its affiliated companies, or its Distributor (the "Supplier") and a Purchaser, (the "Purchaser") regarding the offering, sale and delivery of machineries and technical solutions consisting of a hardware and/or a software. All as agreed in a purchase agreement (the "Agreement"), in which these terms and conditions expressly or implicitly have been declared to be applicable, in so far as the parties have not expressly deviated from these terms and conditions.

2. PRICE AND TERMS OF PAYMENT

Unless agreed otherwise in writing, the prices stated in the Agreement shall be fixed and shall exclude VAT, import and export duties, import and export taxes, clearance charges and all other possible costs. The prices shall be based on the cost factors applicable at the time of Supplier's confirmation of an order. Supplier is however at any time entitled to increase the price if the cost price determining factors have been subject to a substantial increase outside of the control of the Supplier. The Supplier shall notify the Purchaser of such increase.

Unless agreed otherwise, payment must take place within thirty days (30) of the invoice date, by transfer of the amount payable to the bank account number as stated by the Supplier on the invoice. In the event of late payment, Supplier reserves the right (i) to suspend deliveries and/or cancel any of its outstanding obligations; and (ii) to charge interest at the lower of (a) an annual rate equal to eleven (11) % and (b) any applicable maximum statutory rate on all unpaid amounts calculated on a day to day basis until the actual date of payment.

3. OWNERSHIP AND DELIVERY

Any machineries and/or software delivered shall remain the property of the Supplier until the Purchaser has complied with all obligations, arising from the Agreement entered into between the parties.

In the event that the Purchaser fails to comply with his obligations or Supplier has good reasons to believe that it will fail to do so, Supplier shall be entitled, without any authority from the Purchaser, to remove or cause to be removed all delivered products, upon which ownership reservation rests, from the premises of the Purchaser or third parties who are holding the item for the Purchaser. The Purchaser shall be obliged to provide full cooperation herewith.

Delivery shall take place at the location and at the time stipulated in the Supplier's order confirmation. The Incoterm Ex Works, as these apply at the moment of conclusion of the agreement shall be automatically applicable unless otherwise agreed between the parties.

4. INSTALLATION

The Supplier can at additional cost install and start-up the machineries and/or software. In such event The Purchaser shall ensure that qualified operating staff are available by the time of installation, at the latest. The Purchaser shall ensure that all required external supplies are prepared in agreement with the technical specifications, and in particular for any software related products, ensure that the Purchaser's operating staff possesses all necessary system administrator rights as well as all necessary network rights. The Purchaser shall grant Supplier the space and time needed for the installation. Moreover, the Purchaser guarantees compliance with all provisions under applicable safety law. Before any

work on its systems and/or applications, the Purchaser shall take all needed precautions to minimize errors.

Purchaser shall examine the proper functionality of the System, immediately upon completion of the installation, in the proper course of business. After the functionality test the obligations to be carried out by the Supplier shall be considered completed unless complaints are submitted by the Purchaser within five (5) workdays thereafter. Supplier will provide user manuals and other documentation to Purchaser.

5. QUALITY

The System shall comply with the current specification as specified by Supplier in the Agreement and any requirements according to applicable law.

6. INTERRUPTIONS

The parties shall immediately inform each other, in writing, of any interruption or delay which in any way could affect the fulfilment of the obligations of any of the parties according to the Agreement.

7. INSPECTION AND WARRANTY

The Purchaser shall inspect the machineries/goods/software immediately upon delivery for deficiency in quantity, transport damages or other visible damages. The Purchaser shall notify the Supplier in writing without undue delay, at the latest within five (5) workdays, of any deficiency in quantity, transport damages or other visible damages. The Purchaser shall notify the Supplier in writing within five (5) workdays from awareness of any other defects of which the Purchaser becomes aware. The Supplier will not be liable for any defects if the Purchaser fails to notify the Supplier as set out above.

The Supplier warrants that the machineries and/or at the time of delivery shall conform with any specifications in the Agreement and any quality requirements according to Section 5 above and shall be free of defects in workmanship or materials under normal usage for a period of one (1) year and any claim shall be submitted in writing within such period. Supplier shall not be liable for damages due to any lack of conformity of the machineries and/or software if, at the time of the conclusion of the Agreement, the Purchaser knew or could not have been unaware of such lack of conformity or if the machineries and/or software have been used in a manner inconsistent with any handling specifications or instructions given by Supplier. In the case of a proper notification Supplier will, at its own discretion, replace the defective parts with new parts or repair the defective parts. Apart from the replacement or repair of parts no other remedies shall apply. Warranty will never cover any consumables.

8. DELAY

The Supplier will use all reasonable endeavours to avoid delay in delivery on the notified delivery dates, but shall not be liable for any delays caused by circumstances attributable to the Purchaser or Force Majeure.

If the Supplier is in default with delivery for which it is held responsible and such delay results in a total non-use of the machineries and/or the Purchaser shall, without undue delay, declare whether it insists upon performance of delivery or whether it desires to rescind the Agreement. Prior to rescinding the Agreement the Supplier shall be granted a reasonable cure period, not less than thirty (30) days. Apart

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from the Purchaser's right to demand delivery or rescind the Agreement no other remedies shall apply.

9. INDUSTRIAL PROPERTY RIGHTS

The Purchaser acknowledges and agrees that Cromocol Scandinavia AB, or its affiliated companies, are the exclusive owners of all industrial and intellectual property rights vested in the machineries and/or software, including copyrights to the Software and supporting documentation and that not any of these rights in any way are transferred to the Purchaser.

The Supplier assumes no liability, whether express or implied, for the machineries and/or software infringement upon present or future patents or other industrial or intellectual property rights of any third party. The Purchaser shall without delay inform the Supplier in writing if it becomes aware of any third-party claims relating to the use of the machineries and/or software being infringing any third party intellectual property rights.

10. LIABILITY

The Supplier shall be liable vis-à-vis the Purchaser only for damage caused by deliberate action or negligence on the part of the Supplier. Such amount shall however never exceed the contract value of the damaged System. The Supplier shall however never, under any circumstances, be liable for any kind of indirect, consequential, incidental or punitive damages and/or consequential loss, cost or expense including without limitation to damage based upon lost goodwill, lost sales or lost profits, work stoppage, impairment of other goods or otherwise and whether arising out of or in connection with breach of warranty, breach of contract, misrepresentation, negligence or otherwise, and the Purchaser hereby releases Supplier in this regard.

11. CONFIDENTIALITY

Each party will retain in confidence all non-public information and know-how disclosed pursuant to this Agreement, whether oral or in writing, that is either designated as proprietary and/or confidential or, should be treated as proprietary and/or confidential, including, but not limited to, the terms of this Agreement ("Confidential Information"), using at least the same standard of care used by it to protect its own confidential information. The receiving party will use the Confidential Information and copy it only to the extent required to accomplish the intent of this Agreement, and disclosure will be restricted to those individuals who have a need to know and have been made aware of and consent in writing to be bound by similar restrictions as those contained herein.

12. TRANSFER OF RIGHTS

The Purchaser shall not assign its rights and obligations under the Agreement without the prior written consent of the Supplier, such consent not to be unreasonably withheld. The Supplier shall however be entitled to assign rights and obligations under the Agreement to its affiliated companies without requiring the consent of the Purchaser.

13. AMENDMENTS

Amendments and supplements to the Agreement including the waiver of any rights must be made in writing in order to be valid.

14. FORCE MAJEURE

Neither party hereto shall be liable to the other party's failure to perform or delay in performing any obligation under the

Agreement or the Support Agreement if such failure or delay is caused by weather, fire, explosion, acts of terrorism, war, the act of any government or authority, injunctions, strikes, labour trouble or other industrial disturbances or any other cause beyond the reasonable control of the affected party. The party affected shall notify the other party of the relevant cause and shall take all necessary and reasonable steps to eliminate, cure or overcome any such cause and to resume performance of its obligations with all possible speed. Either party shall be entitled to cancel the Agreement and Support Agreement if a delay due to any of the above circumstances lasts for a period exceeding two (2) months.

15. JURISDICTION AND DISPUTES

This Agreement shall be governed by and construed in accordance with the substantive laws of the country or state where the Supplier is situated and the parties hereby submit to the non-exclusive jurisdiction of the courts of that country or state.