

General Purchase Terms 04/2012

For the purchase and delivery of goods
For the purchase and delivery of technical equipment
For the purchase and execution of services

1. General

Unless otherwise stated in INTEGO's purchase order or in a written agreement between the Buyer and the Supplier, the below-mentioned general purchase terms shall apply to all deliveries to INTEGO. By confirming or executing the order, the Supplier accepts INTEGO's purchase terms.

The Supplier's general sales terms that are not in agreement with INTEGO's purchase terms shall not come into consideration, even if they are not expressly rejected by INTEGO. Receipt of goods cannot be interpreted as tacit agreement by INTEGO of non-compliant delivery terms or of the Supplier's general sales terms.

Any time the Buyer, in purchase orders or other delivery agreement documents, has stated its own terms, these shall take precedence over any terms stated by the Supplier.

1.2 "Buyer" in the following refers to INTEGO or an INTEGO representative.

1.3 "Supplier" in the following refers to the entity with which the Buyer enters into a purchase agreement.

1.4 "Service" refers to work performed by the Supplier or the Supplier's representative. If a service, in addition to the work, also contains components, spare parts and the like, the standard terms for both delivery of non-durable goods/technical equipment shall apply.

1.5 The Supplier and its services shall satisfy Danish legislation in effect at any given time.

The Supplier and its employees as well as any subcontractors and their employees shall observe unconditional confidentiality in respect of information regarding the Buyer's or others' affairs that they become aware of in connection with the fulfilment of this contract.

Drawings, sketches, technical information, tools, prototypes and models that the Buyer has supplied to the Supplier shall be handled confidentially, may only be used for deliveries to the Buyer, and must be returned immediately after delivery of the goods.

The supplier may not, without the Buyer's prior written consent, issue information publicly about the agreement or publish anything about the agreement's content, nor may the Supplier use the Buyer's name or use a product for marketing, in an advertising context, or as a reference, without the Buyer's prior written consent.

2. Delivery and marking

2.1 The delivery shall be made to the delivery address furnished by the Buyer. The time of delivery indicated in the Buyer's purchase order/delivery agreement must be strictly observed.

2.2. Apparatus must be delivered with marking compliant with international standards, unless otherwise agreed.

2.2.1 All deliveries of non-durables and technical equipment must be accompanied by a shipping note stating an item name, quantity, unit name, the Supplier's item number and the Buyer's order number, as well as the recipient's name and delivery address. Invoices shall be sent electronically to the Buyer.

2.2.2 Services shall be accompanied by a time sheet/work slip specifying time spent, transport, any deliveries of goods stating the name of the goods and quantity, the recipient's name and the place of execution, as well as the Buyer's order number/requisition number, name of the requisition issuer and personal reference number.

2.2.3 All material shall be delivered, appropriately wrapped easy to handle, to the delivery address or according to the Buyer's instructions. The costs related to this are included in the price.

3. Delivery quality and quantity

3.1 The delivery/service shall be delivered in the quantity and scope specified in the Buyer's purchase order/delivery agreement and be executed in the quality specified by the Buyer, alternatively in a quality that is compliant with the norms and customs in the area and the workmanship and which the Buyer can reasonably expect.

Apparatus and other technical equipment must be delivered in a solid and operationally reliable condition, both electrically and mechanically. The apparatus must be of a quality that is compliant with the standard that the supplier's/manufacturer's apparatus normally have.

3.2 The Supplier shall satisfy the standards, laws and other requirements of the authorities, that apply to the products included in the delivery. Special safety requirements tied to the delivery or parts thereof must be announced in writing to the Buyer, who may require special marking of such products.

3.3 If the Supplier, in an offer or other sales material, makes reference to approval certificates concerning apparatus offered, the Supplier must present such certificates to the Buyer if so requested.

Special safety requirements tied to the delivery or parts thereof must be announced in writing to the Buyer, who may require special marking of such products.

3.5 The Supplier must furnish documentation for both hardware and software no later than on delivery of the apparatus and technical equipment. The documentation must be of such a scope and informational nature that the Buyer can perform installation, testing and commissioning of the material. It is the Supplier's responsibility, by agreement with the Buyer, to instruct the Buyer's personnel in the use and care of the apparatus.

3.6 For services, repairs and the like, the Supplier is obligated to prepare a service report/repair report specifying what service/repairs were made, what parts, if any, were replaced, what faults/defects were found and how they were fixed.

4. Delivery of goods and technical equipment, and implementation time for services

4.1 Delivery is considered made when the deliverable is placed at the Buyer's disposition - for technical equipment in operating condition and for services when they are completed (see 2.2.4 and 2.2.5) at the site specified by the Buyer.

4.2 For consumables and technical equipment, the delivery terms are "DDP, (Incoterms 2010)".

4.3 On receipt of deliveries of non-durables, the Buyer has five working days to check that the delivery satisfies the agreement requirements, including volumes and quality. In case of damaged packaging or missing packages, the recipient must immediately notify the carrier of this and note it on the consignment note, shipping note, or invoice. The Supplier must also be informed.

For technical equipment, in addition to items 4.1 - 4.2, items 4.4 - 4.6 apply:

4.4 If the delivery includes equipment to be tested, the delivery takes place when the testing is complete and the deliverable found to be in order by way of the Buyer's written approval thereof.

For services, in addition to items 4.1 - 4.2, items 4.5 - 4.6 apply:

4.5 If the delivery or service includes installation and/or assembly and/or programming, the Supplier shall notify the Buyer when the work is complete. Within 10 working days, the Buyer shall either approve in writing the delivery's or service's execution or summon the Supplier, who is obligated to attend, to a meeting for handing-over of the work.

If the Supplier does not attend this meeting, the Supplier must accept the Buyer's conclusions and assessments as valid. The deliverable/service is considered delivered, and the risk transferred to the Buyer, when the handing-over meeting has taken place, unless substantial faults in the deliverable/service are found.

4.6 If substantial faults are uncovered, a new handing-over meeting shall be held when the Supplier has given the Buyer written notification that the faults have been corrected.

Even if faults are uncovered at the handing-over meeting which, individually, are viewed as unsubstantial, the sum of faults will be considered substantial if they are not corrected within 10 working days of the handing-over meeting. In the contrary case, the equipment will be considered delivered only after the faults have been corrected and announced complete.

Should the Buyer use all or part of the deliverable before the hand-over date, responsibility for the deliverable or the parts used shall fall to the Buyer. In this case, the remedial period is likewise counted from the date of first use.

5. Instruction/user guide

5.1 It is the Supplier's responsibility, by agreement with the Buyer, to instruct the latter's staff to the extent such instruction is needed by the Buyer.

For technical equipment, in addition to item 5.1, item 5.2 applies:

5.2 Together with the delivery of the equipment, the Supplier shall send at least two concise user instructions/operating manuals in Danish and/or English for daily use. The concise guide must be designed

1. to ensure fault-free equipment functions as intended,
2. to prevent incorrect use that could damage the equipment and ensure correct cleaning and disinfection etc.
3. to give the greatest possible consideration to the user and third parties

Furthermore, Danish and/or English user instructions/operating manual must be furnished if it is more in-depth or specific than the above-mentioned guide.

On delivery, a set of technical manuals and diagrams in Danish, English or one of the Scandinavian languages shall accompany the deliverable.

6. Warranty, claims and duty to remedy

6.1 The Supplier guarantees that the delivery complies with the specific requirements of the Buyer's purchase order.

6.2 The remedial deadline applies for a period of two years, starting at the time of delivery.

6.3 The Supplier shall, free of charge and for a minimum of two years from delivery/approved take-over/execution of service, provide remedial services or re-delivery in accordance with the provisions of the Danish Sale of Goods Act. If it concerns deliveries of building materials, i.e. materials which, by their nature, are generally designed to be used in construction, the warranty period from the date of delivery is five years from the construction's delivery, but no more than six years, counting from the date of delivery.

6.4 The Supplier is obligated to begin remedial measures within two working days of the Supplier's receipt of the Buyer's claim.

6.5 The Supplier shall bear all costs in connection with remedial work.

6.6 If the Supplier, despite a written request to do so, fails to fulfil its obligations as provided above, the Buyer is entitled to have the necessary measures taken at the Supplier's risk and expense, subject to prior or simultaneous notice to the Supplier.

For technical equipment, in addition to items 6.1 - 6.6, items 6.7 - 6.10 apply:

6.7 If any part of the delivery in the two-year remedial period proves to be faulty/defective in use owing to faulty materials or craftsmanship or does not work according to specification, the Supplier shall immediately remedy such faults in materials, design or construction at no expense to the Buyer. This can be done either by replacing components, units or defective parts, or by making the necessary repairs to the equipment or components thereof.

6.8 If equipment or parts thereof prove to be defective due to faulty construction, the Supplier's obligation as stated in item 6.3 shall be extended to the time during which the equipment has utility value for the Buyer - but no more than seven years after the equipment's delivery/approved handing over.

6.9 If part of the equipment must be replaced in the remedial period, from the time of replacement, a new two-year remedial period shall apply for the replaced part. If a substantial part of the equipment is replaced during the remedial period, a new two-year remedial period shall apply for all of the equipment, from the time of replacement.

6.10 The Supplier is obligated to have access to all major spare parts necessary for operation of the equipment included in the delivery, as long as it has utility value for the Buyer - but no more than 10 years.

7. Price

7.1 The price is set in Danish kroner, including all applicable fees and taxes, but excluding VAT, unless specified otherwise in the Buyer's purchase orders/delivery agreement. All prices are fixed in the delivery period. No price adjustment may be made, regardless of any increases in the supplier's costs or currency rates.

7.2 If the purchase order contains a special agreement on price and/or rate adjustment, it is the Supplier's duty to furnish satisfactory documentation for the adjustment.

7.3 If the Buyer can in all likelihood prove that the market price is lower than the price agreed in this contract and its appendix, the Supplier is *obligated to adjust the prices* for the individual products and services, so they correspond to the applicable market price. On setting the market price, account must be taken of the scope and nature of the products and services, as well as the term and risks of the contract.

7.4 The prices cover all costs linked to the deliveries, including delivery, service, support etc.

8. Payment terms

8.1 All Buyer's employees must provide orderer information together with their orders. The Suppliers must therefore always procure such information every time they receive an order from the Buyer. Otherwise the invoice will not reach the proper recipient.

8.2 The general payment terms are current month + 45 days from Buyer's receipt of a correct electronic invoice, as per item 10 (invoicing).

8.3 On swift payment by the Buyer within 14 days from Buyer's receipt of a correct electronic invoice as per item 10 herein, the Buyer is entitled to deduct a cash discount of 2% from the invoice amount, excluding VAT.

8.4 If Supplier circumstances result in the Buyer not being able to pay via electronic money transfer, the Buyer cannot be held liable for lack of payment, with subsequent penalty interest and/or actions for breach of contract.

8.5 If it involves apparatus and/or other technical equipment that are part of the Buyer's functionality testing and/or operational testing, the Supplier may not send an invoice until all tests have been performed and produced error-free results. In some cases, the Buyer can choose to grant conditional approval of one or more tests and let the Supplier invoice a proportionate part of the purchase sum. At least 10% of the purchase sum must always be withheld until all faults found have been remedied.

8.6 Invoicing and payment are subject to delivery of fault-free service. If there are errors in the Supplier's services, a proportionate amount of the sum may be withheld until the fault is remedied. The Buyer can furthermore honour invoices issued, through declaration of offsetting of any penalty due or other claim. The remainder of the invoice amount must be paid, providing the delivery is not unusable.

9. Invoicing

9.1 Invoices shall be addressed to Intego A/S, Blytækkervej 3-7, 9000 Aalborg and sent electronically by email to kreditor@Intego.dk

9.2 A correct electronic invoice sent to the Buyer contains, at minimum, the following information:

- Personal reference (orderer's name, Att: name)
- Requisition number
- Supplier's contact person

10. Performance bond

For technical equipment and services, the following applies:

10.1 For purchases over DKK 250,000, the Buyer may require that the Supplier furnish a performance bond for performance of the delivery/service. The guarantee deposit, which constitutes 10% of the purchase sum incl. VAT, is deblocked on expiry of the remedial period as stated in 6.1, providing there are no non-remedied faults. The guarantee deposit can be a bank or insurance guarantee formulated such that the Buyer, on request and without legal proceedings, can demand payment of the guarantee deposit if the Buyer believes that the Supplier is in breach of its obligations. The guarantee may not be limited in time, but must apply until the guarantor receives notice from the Buyer that the obligation no longer exists.

10.2 The Buyer may not agree on prepayment in accordance with the Ministry of Finance's Budget Guidelines 2011 if no special legal basis, including EU regulation, has been provided for such prepayment.

10.3 In special cases where this legal basis is provided and the Parties have agreed on prepayment, the Supplier shall furnish a full guarantee for the prepayment simultaneously with forwarding of the invoice. The performance bond can be a bank or insurance guarantee that is formulated such that the Buyer, on request and without legal proceedings, can demand in writing payment of the guarantee deposit if the Buyer believes that the Supplier is in breach of its obligations. The performance bond may not be limited in time, but must apply until the guarantor receives notice from the Buyer that the obligation no longer exists.

10.4 The Buyer shall release the performance bond immediately after approved error-free handing over at the written request of the Supplier.

10.5 The performance bond described in 10.1 and 10.2 entails no restriction on the Buyer's ability to claim breach of contract, including to demand reimbursement of its losses.

11. Supplier non-performance

11.1 Delay

11.1.1 If the Supplier foresees a delay in the delivery or execution of the service, the Supplier must immediately provide written notice to the Buyer, stating the reason for the delay and the expected duration/scope of the delay.

11.1.2 The moment the opportunity that the Supplier can deliver on time or provide the service on time no longer exists, and no agreement has been made regarding a new delivery date, the Buyer may cancel the purchase in accordance with the Danish Sale of Goods Act.

11.1.3 The Buyer considers all delays as significant. If the Supplier does not deliver or perform the service on time, the Buyer is entitled to cancel the order in question in full or in part, regardless of the length of the delay.

11.2 Faults

11.2.1 The Supplier is responsible for faults and negligence in accordance with the general rules of Danish law concerning commercial sales.

For technical equipment, in addition to item 11.1, item 11.2 - 11.2.1 apply:

11.2.2 Regardless of the terms in item 6 on the duty to remedy, the Buyer may refuse the delivery and cancel the agreement in case of significant errors in the delivery that are not remedied in accordance with item 6 on the duty to remedy.

11.2.3 Regardless of the stipulation in item 6 on the duty to remedy, the Buyer is entitled to require the Supplier to cover all documented losses incurred by the Buyer due to the faulty delivery.

11.3 Buy-in

11.3.1 If the purchase/order is cancelled, the Buyer is entitled to make a buy-in in accordance with the rules of the Sale of Goods Act. For services, the Buyer is entitled to allow another supplier provide the service in the same manner.

11.4 Third party rights

11.4.1 The Supplier shall ensure that its services do not violate the rights of others, including property rights, patents or copyrights. The Supplier is obliged to indemnify the Buyer for any claims, including any legal costs, brought against the Buyer as a result of such violations.

12. Product liability and compensation liability

12.1 The Supplier is in compliance with Danish product liability legislation, including EU legislation on product liability in effect at any time, and Danish legislation's general rules on compensation liability towards the Buyer for the damage that the delivery, service or Supplier caused the Buyer.

12.2 The Supplier is obligated to indemnify the Buyer for any claims, including legal costs, brought against the Buyer and which resulted from errors or faults in the delivery/service.

12.3 In the event claims are made against the Buyer in relation to the delivery or service, the Supplier is obligated to accept legal proceedings being brought before the court of law or arbitration against the Buyer.

12.4 If a third party should make a product liability claim against the Buyer or the supplier, the party in question must immediately inform the other party thereof in writing.

12.5 The supplier may not write off its liability pursuant to the above stipulations by referring to its sales terms, offer documents, order confirmation or similar.

12.6 The Supplier can be required to purchase a commercial and production liability policy on normal terms, which is to cover the Supplier's liability in connection with the delivery/service. A valid policy must be presented to the Buyer whenever requested.

13. Force majeure

13.1 The Supplier is responsible for **breach** of delivery agreement/purchase order, unless the breach is owing to circumstances for which the Buyer bears responsibility or the risk, or which is due to force majeure.

13.2 Force majeure exists when correct proper fulfilment of the delivery agreement/purchase orders is impossible due to extraordinary circumstances that the Supplier could not prevent and could not have foreseen, such as war, unusual natural phenomena, fire, strikes or lockouts. As regards strikes and lockouts, these circumstance must not simply impact the Supplier's company. The Supplier is obliged, to the extent possible, to maintain emergency provisions.

13.3 In the event of delivery delay, the supplier must immediately take effective measures using all means available to catch up with the delay or mitigate any consequences. The Supplier is obliged to notify the Buyer immediately in such situations or when such delays are expected to occur, of the reason and expected duration of the delay and provide full documentation.

13.4 The Buyer is indemnified of liability under the same conditions as the Supplier (see 13.1).

13.5 Each party shall bear its own costs/losses as a result of a force majeure event.

13.6 In case of force majeure, the delivery time shall be extended by a period corresponding to the inevitable delay in calendar days, but no more than the number of working days lost.

14. Buyer non-performance

14.1 If the Buyer cannot, at the agreed delivery time or agreed execution time, receive the delivery or service in part or in full, the Buyer shall bear all documented expenses and risks thereof. However, the seller is obligated to limit the extent/damage to the degree possible.

14.2 It is the Buyer's obligation to notify the Supplier in writing of the delay, as soon as it is considered impossible for the Buyer to receive the delivery or service at the agreed time. A new delivery date must be agreed immediately thereafter.

14.3 If the Buyer does not pay the purchase sum or parts thereof on time, interest shall be charged from the due date in accordance with the Danish Interest Act.

15. Transfer of liabilities and receivables

15.1 The Supplier alone is liable towards the Buyer.

15.2 The Supplier may only put others in its place if it has the Buyer's written consent. The Supplier is entitled to use sub-suppliers who are cited upon entry into the agreement, but responsibility for correct fulfilment of the delivery rests fully with the Supplier. If the Supplier should wish to switch sub-suppliers during the agreement period, this must be approved by the Buyer. The Buyer may not refuse approval without objective grounds.

15.3 The Supplier may only discount or transfer its receivables to a third party in part or in full, providing it has the Buyer's written consent.

16. Delivery statistics

16.1 The Supplier shall furnish statistics for the Buyer's historic purchases at the Buyer's request. Statistics must be sent electronically in MS Excel-compatible format to Buyer representatives to be determined subsequently.

16.2 Statistics must, at minimum, contain information concerning delivery history grouped by:

- Quantity (unit information)
- Product numbers
- Product names
- Services
- Prices
- Shipping addresses
- Orderers
- Delivery dates

16.3 The Buyer shall furthermore be able to obtain information, on request, on the number of repairs made and replacements of delivered goods.

17. References and marketing

17.1 The Supplier's use of the Buyer and/or Buyer's logo, including in marketing contexts, may only take place with the prior written consent of the Buyer.

17.2 Likewise, the Supplier may only make public the announcement of this contract and its the content with prior written consent from the Buyer.

17.3 The Supplier can, however, without prior consent from the Buyer, include the Buyer in a reference list for use for the Supplier's participation in invitations to tender of public authorities or private companies.

18. Disputes, venue and jurisdiction

18.1 Danish law governs this agreement.

18.2 To limit the effects of the damage, in the event of a dispute in connection with this agreement, the parties shall embark on constructive negotiations with a view to resolving the dispute with a positive, collaborative and responsible stance.

The negotiations can be moved higher up in the parties' organisations if no agreement can be reached between the representatives of the agreement's direct parties. If the parties agree to it, an impartial arbitrator may be involved to resolve the dispute. The expense for the arbitrator shall be born jointly by the parties.

18.3 If the parties cannot find a solution, the dispute shall be decided by the court in Aalborg.

19. Penalties

19.1 If delivery does not take place on time, the Buyer may charge a penalty, unless the delay is owing to the Buyer's circumstances or to force majeure. The penalties shall be paid in the amount of 0.5% per new week that the delay lasts of the purchase sum for the part of the delivery that cannot be used as intended.

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