

General Conditions of Delivery and Payment of Dokka Fasteners AS

1. Conclusion of a Contract

1.1 Dokka Fasteners A/S places all their orders exclusively on the basis of these General Conditions of Delivery and Payment. The tacit acceptance of the delivery/service by Dokka Fasteners A/S does not imply that Dokka Fasteners A/S also tacitly agree to the supplier's conditions of delivery and payment. When submitting his offer, the supplier is to declare his consent to the Dokka Fasteners A/S General Conditions of Delivery and Payment. The supplier shall be deemed to have consented to the Dokka Fasteners A/S General Conditions of Delivery and Payment as soon as the order has been carried out although he may not have explicitly expressed any such declaration. These General Conditions of Delivery and Payment shall be the basis to all future contractual relationships with the supplier.

1.2 All offers generated by the supplier at the request of Dokka Fasteners A/S are subject to the information given in such inquiry. All deviations from the required items are to be pointed out.

1.3 Dokka Fasteners A/S have the right to withdraw their order if the supplier fails to give written acknowledge of the order within 5 working days after its receipt.

1.4 Only orders placed in writing are legally binding. Orders placed verbally or by telephone become legally binding only if they are subsequently confirmed in writing. The same applies to verbal subsidiary agreements and modifications to the contract. All services and deliveries made without written order shall not be acknowledged. Orders and deliveries on call as well as their modifications and amendments can – if previously agreed upon in writing – be executed also by means of telecommunications or machine-readable data carriers. In case of informal agreements, the order is taken as commercial letter of confirmation.

1.5 No payments will be made for visits or the preparation of offers, projects etc. unless such payment had been expressly agreed upon or can be claimed by law.

1.6 If Dokka Fasteners A/S can prove by submission of a sent report that Dokka Fasteners A/S have forwarded a declaration via telefax of telecommunication, it will be presumed that the supplier has received such declaration.

1.7 The supplier is to treat the conclusion of the contract confidentially and may indicate business relations with Dokka Fasteners A/S in his advertising material only and exclusively if Dokka Fasteners A/S has given their written consent.

1.8 The contractual parties promise to treat all commercial or technical details that are not common knowledge and which they come to know during their contractual relationship, as trade secrets. All sub-suppliers are to be bound correspondingly.

1.9 Dokka Fasteners A/S can demand changes with regard to the delivery object subsequent to the conclusion of the contract if such changes can be reasonably expected of the supplier. All impacts to either party that may result from such contractual changes, especially with regard to increased or reduced costs as well as to the delivery dates, are to be taken into appropriate consideration.

2. Prices, Shipping and Packing

2.1 All prices that are agreed upon are firm and exclude later claims of any kind. All expenses for packing and transport to the address of shipments or place of use indicated by Dokka Fasteners A/S as well as for customs formalities and duties shall be included in the price. If prices are agreed as "ex works" or "ex warehouse" or similar, the company forwarder provided by Dokka Fasteners A/S shall be entrusted with the shipment. All transport costs arising until the goods are taken over by the carrier, including loading and carriage, shall be carried by the supplier. All currently valid list prices of the supplier with the customary discounts apply if prices are indicated in the order. Prices are quoted according to the agreement on the place of delivery.

2.2 Delivery notes, transport documents and all correspondence are to contain the Dokka Fasteners A/S order number. All offers are to contain the respective inquiry numbers.

2.3 Dokka Fasteners A/S shall accept only the ordered quantities and numbers of pieces. For manufacturing companies plus 10% is permissible. All quantities and items that exceed such limit are permissible only if previously agreed upon with Dokka Fasteners AS.

2.4 The risk of shipment lies with the supplier. The risk of damage including the risk of accidental loss of the goods thus lies with the supplier until delivery is affected at the desired address of shipment or place of use.

2.5 The supplier's obligation to repurchase the packing is subject to the legal provisions. All goods are to be packed in such a way as to prevent transport damages. All packing materials have to meet the purpose of damage prevention. Only environmentally favourable packing materials may be used. If, in special cases, packing is billed separately, Dokka Fasteners A/S is entitled to return such packing that is in good condition to the supplier and to the supplier's charge against a refund amounting to two thirds of the billed value.

2.6 Also applicable are the Delivery Instructions of Dokka Fasteners AS, latest publication.

3. Invoicing and Payment

3.1 If necessary for their comprehension, invoices shall be accompanied by all relevant documentation and data, and be sent separately in due form after successful delivery of the ordered goods. Dokka Fasteners A/S has the right to refuse payment until a proper invoice has been submitted. Authoritative criterions to the payment of the invoice are the actual quantities, weights and other units that were part of the delivery, as well as the agreed prices.

3.2 As far as material test certificates were agreed upon, such certificates present an essential component of the delivery and shall be forwarded to Dokka Fasteners A/S together with the delivery of the corresponding goods. They must, however, be submitted to Dokka Fasteners A/S not later than 5 days after the receipt of invoice.

The term of payment does not commence prior to the receipt of agreed-upon certificate.

3.3 Payment will be made according to normal trade practice. Payment condition will be 60 days + running month, if not otherwise agreed in an overall framework agreement.

3.4 The payment of an invoice must not be understood as waiver of a customer's complaint with regard to the invoiced goods. If defective goods are delivered, Dokka Fasteners A/S shall have the right to withhold payment pro rata until proper fulfilment of the ordered performance.

3.5 If advance payments are made, the supplier shall provide sufficient security in form of a bank guarantee by a recognized and big bank.

4. Date of Delivery, Delay in Delivery, Force Majeure

4.1 The agreed dates of delivery are binding; a default occurs as soon as the supplier fails to meet a set date of delivery, an explicit reminder shall not be required. If the supplier is obliged to deliver at the creditor's place of business, authoritative criterion for the adherence to the date of delivery shall be the receipt of the goods at the location or place of use indicated by Dokka Fasteners AS. If the acceptance of the goods is subject to their inspection, the supplier fails to comply with the buyer's notice requiring delivery if he does not perform according to the deadline or in such a way as to provoke rejection of the goods.

4.2 If the supplier realizes that he cannot for whatever reason meet an agreed upon deadline, it shall be his explicit duty to inform Dokka Fasteners A/S immediately in writing stating all reasons and the probable duration of the delay.

4.3 If the supplier fails to comply with the buyer's notice requiring delivery on the due date, Dokka Fasteners A/S shall be entitled to claim a penal sum of 0.1% of the total amount of the order per working day but not more than 10% of the total amount of the order, if not otherwise agreed in an framework agreement. The reservation of right to claim the penal sum shall remain valid until payment of the invoice. The penal sum shall be appropriated to a claim for damage caused by delay.

4.4 The supplier can claim relief by reason of Dokka Fasteners AS's failure in supplying the necessary documentation only if he has sent a written reminder and has not received the asked for documents within an appropriate period of time.

4.5 Force majeure shall free the contractual parties of their duty to perform for the time necessary to eliminate the disturbance and from the duties that are affected from such disturbance. The contractual parties shall forward the necessary information as immediately as can be reasonably expected and adapt their obligations in good faith to the new situation. Dokka Fasteners A/S shall be entirely or partly released from their obligation to accept the ordered delivery/service and entitled to withdraw from the contract if – in consideration of economic aspects - the delivery/service can no longer be utilized at/by Dokka Fasteners A/S due to the delay caused by force majeure.

4.6 If delivery is affected prior to the set date, Dokka Fasteners A/S reserve the right to return the goods at the supplier's cost. If the goods delivered in advance are not returned, the merchandise shall be warehoused at Dokka Fasteners A/S at the expense and risk of the supplier until the contractually agreed date of delivery. Dokka Fasteners A/S reserve the right to delay payment for advanced deliveries at the date agreed upon in the purchase order.

4.7 Dokka Fasteners A/S shall accept part deliveries only if this have been agreed upon in the contract. In case of part deliveries, the remaining quantity to be delivered is to be indicated.

5. Liability

5.1 The supplier shall be held liable for each type and form of breach of contract according to the legal provisions unless other agreements have been made in these business terms and conditions.

6. Warranty

6.1 The agreed specification is part of the order and may be changed only if both parties consent to such changes. The term specification also applies to every description of the ordered quantity to be considered binding, or to drawings.

6.2 The supplier promises to utilize non-pollutant products and procedures for his deliveries/services and for deliveries and auxiliary services of third parties if this is by any means economically and technically possible. The supplier shall be held liable for the environmental safety of the delivered products and packing materials as well as for all consequential damages that may result from a violation of his legal duty of disposal. On request of Dokka Fasteners AS, the supplier is to issue a certificate of inspection for the goods by him delivered.

6.3 Dokka Fasteners A/S shall indicate apparent defects of the delivery/service as well as transport damages immediately and as soon as they are identified under the prevailing circumstances of normal business but not later than 10 working days after receipt of the delivery at Dokka Fasteners A/S. As far as this is concerned, the supplier shall waive the defence of belated notice of defects.

6.4 The agreed quality of a product or work also includes characteristics which Dokka Fasteners A/S can expect for reasons of public comments and announcements made by the seller, the company, the producer or one of their assistants especially in advertising campaigns or on labels describing specific characteristics unless such characteristics conflict with the ones agreed upon. This case does not apply when the contractual party was not aware and if there was no reason to be aware of the comment or announcement made, if it had been corrected by the time of conclusion of contract or if it hadn't had an influence on the decision to buy.

6.5 In principle, Dokka Fasteners A/S shall have the right of choice of the type of rectification of defects also in case of an existing contract for work unless the

contractual partner is entitled to reject subsequent reworks or Dokka Fasteners A/S's choice of reworks proves to be unreasonable.

6.6 Dokka Fasteners A/S shall have the right to repair and thus eliminate any defect of the delivered product or the constructed works after the unsuccessful expiry of a certain time period granted for the execution of subsequent reworks, and to demand compensation for the necessary efforts and expenses unless the supplier rightly refuses the execution of subsequent reworks. In this connection, the legal provisions intended for the self-performance regarding contracts of work and services also apply to the purchase contract. Notwithstanding the legal provisions, Dokka Fasteners A/S can, in cases of urgency and especially in order to prevent high risks of considerable damage, eliminate the defect at the expense of the supplier without fixing a time period for subsequent reworks.

6.7 The warranty period comprises 24 (in words: twenty-four) months unless different agreements have been made. The warranty period commences with the transfer of the delivery object to Dokka Fasteners A/S or the third party appointed by Dokka Fasteners A/S at the location specified by Dokka Fasteners AS. If specific acceptance dates have been set, the warranty period commences when the goods have been successfully accepted. If acceptance is delayed without any fault on the supplier side, the warranty period shall begin no later than 12 (in words: twelve) months after provision of the delivery object for acceptance.

6.8 If a defect is identified during the first 12 months of the warranty period, it is presumed that the defect has already existed at the time of passage of risk unless such presumption conflicts with the kind of object or type of defect.

6.9 For delivery parts which cannot remain in operation during the inspection of the defect and / or the elimination of the defect, the current warranty period shall be extended by the duration of the business interruption.

6.10 For reworked or newly delivered parts, the warranty period recommences at this point in time, going thus beyond the legal suspension.

6.11 All claims that exist at the beginning of the warranty period or that may arise during the warranty period shall expire according to the legal limitation period. The limitation period begins to run when the cause of action accrues.

6.12 In case of defects of title, the supplier shall exempt Dokka Fasteners A/S from all claims that may exist. The limitation period for defects of title amounts to three years. This limitation period begins to run at the end of the year during which the claim has arisen and Dokka Fasteners A/S have become aware of or, without gross negligence, should have become aware of the circumstances causing the claim and of the party liable, irrespective of the knowledge or grossly negligent ignorance within 10 years of the arising of the defects of title.

6.13 If, due to a defect of the object or works delivered by the contractual partner, Dokka Fasteners A/S had to take back the delivered object or works or had to suffer a reduction regarding purchase price or compensation or had to pay their customer damages or compensation for expenses, then Dokka Fasteners A/S shall not be required – as otherwise necessary – to fix a time limit for the rights against the contractual partner due to the defects asserted by the customer of Dokka Fasteners A/S. The above-mentioned warranty period commences in such cases when the risk is passed to the customer of Dokka Fasteners A/S. All above-mentioned claims shall be limited to no less than two months after Dokka Fasteners A/S have fulfilled the claims of the Dokka Fasteners A/S customer. This suspension of expiration of prescription shall end no later than five years after the contractual partner has delivered the object or works to Dokka Fasteners AS.

6.14 If a claim is advanced against Dokka Fasteners A/S due to the breach of government regulations or the violation of domestic or foreign product liability regulations or laws, and if such breach or violation has been caused by a defect of the product and can be traced back to defective goods that were delivered by the supplier, then Dokka Fasteners A/S shall be entitled to claim damages from the supplier as far as such damage results from the goods supplied by him. Such damage also comprises the costs for the eventually necessary product recalls. If a part that was delivered by the supplier shows a defect, it shall be presumed that such defect is exclusively within the responsibilities of the supplier.

6.15 It is the supplier's duty to carry out quality assurance measures that are appropriate to type and dimension and that correspond to the highest level of technology and, on request, to give proof to Dokka Fasteners AS. The supplier shall conclude a corresponding quality assurance agreement with Dokka Fasteners A/S if the latter think such agreement necessary.

6.16 The supplier shall maintain an insurance covering all risks that may arise from his product liability including the risk of recalls and, on request, submit such insurance policy to Dokka Fasteners AS.

7. Guarantee

7.1 The supplier guarantees and promises that all deliveries and services correspond to the latest technologies, to the standard legal provisions and directives and guidelines of governments (E.g. complying with REACH & ROHS list), employer's liability insurance associations and trade associations. If individual cases require deviations from such regulations, the supplier shall ask for written prior consent. The supplier's warranty obligation shall not be limited by such consent. If the supplier has reservations about the kind of performance wanted by Dokka Fasteners AS, he shall inform Dokka Fasteners A/S immediately of his doubts.

7.2 The supplier guarantees and promises that all deliveries will be free of third party property rights and that the delivery and utilization of the delivered objects will not violate any patents licences or other third party property rights. If the supplier is aware of the fact that Dokka Fasteners A/S will sell his products in certain other countries, he shall guarantee and promise aforesaid for these certain other countries.

8. Property Rights

8.1 The supplier shall release Dokka Fasteners A/S and the customers from third-party claims based on possible property right violations and shall carry all costs that may arise for Dokka Fasteners A/S from such matters.

8.2 Dokka Fasteners A/S are entitled, in consideration of the diligence of a prudent businessman, to ask permission for the utilization of the corresponding delivery objects and performances and to charge all respective costs to the account of the supplier.

9. Foreign Business If the supplier's subsidiary is in a foreign country, the following amendments shall apply:

9.1 Valid for the relationship between supplier and Dokka Fasteners A/S shall be exclusively the Danish law, not applicable, however, shall be the laws concerning the international sale of goods (CISG).

9.2 English, German, Danish or Norwegian shall be contractual language. These languages shall prevail over any other secondary language that may be used by the contractual partner.

10. Final Clause

10.1 The loss of legal force of individual parts of these General Conditions of Delivery and Payment shall by no means affect the validity of the remaining provisions.

10.2 Without prior written consent given by Dokka Fasteners AS, which shall, however, not be unduly refused, the supplier shall not be permitted to transfer any claims he may have against Dokka Fasteners AS.

10.3 Dokka Fasteners A/S promise to treat all personal supplier data in accordance with the Federal Data Protection Act.

10.4 Unless explicitly agreed, the place of performance/delivery for the supplier's supply commitment shall be the address or place of use indicated by Dokka Fasteners A/S. Place of performance for all other obligations shall be, for both contractual parties, Dokka Denmark.

10.5 All actions concerning disputes that may arise from the contractual relationship, whether the supplier is a businessman, a legal entity under public law or a separate or special fund under public law, shall be brought before the court having jurisdiction at the head office of Dokka Fasteners A/S. Dokka Fasteners A/S shall also have the right to sue the supplier at all other permissible locations.