

General terms of sale and delivery for Skandi-Bo Indoor A/S

1. Requirement of information in writing.

The general terms of sale and delivery below apply unless the parties have derogated specifically from them in writing.

2. Buyer's order.

The acceptance of Skandi-Bo Indoor A/S (hereinafter referred to as: "Skandi-Bo") of the buyer's order is expressly conditioned upon the buyer accepting these general rules and conditions as applicable for the purchase agreement with the exclusion of any further or different terms or conditions pre-printed on the buyer's order sheet or elsewhere. The buyer's failure to immediately complain in writing about the validity of these terms shall be considered as the buyer's acceptance of these general rules and conditions. Similarly, the buyer's receipt of ordered goods shall be considered as acceptance of these general rules and conditions.

3. Currency and price regulations.

All prices are stated in Euro and are without VAT and all other duties. If nothing else is expressly specified, Skandi-Bo's offer shall apply for thirty days (30) from the date of the offer. If the delivery is successive over a longer period, Skandi-bo shall be entitled to pass on increases in material prices as well as production costs, including labour costs and duties, to the buyer.

4. Change of delivery time and cancellation.

Any request for change of delivery time or cancellation of an order requires written acceptance from Skandi-Bo. Skandi-Bo reserves the right to charge a fee for receiving a request for change of delivery time in order for Skandi-Bo to receive coverage of any loss or lost profit resulting from the change. In case of cancellation of an order, Skandi-Bo reserves the right to demand coverage of the lost profit as well as all direct or indirect costs that have occurred in connection with the order.

5. Delivery.

If nothing else has been agreed specifically in writing, delivery shall be "EXW" in accordance with Incoterms 2000. Skandi-Bo shall be entitled to carry out partial delivery, unless the buyer has expressly demanded collected delivery in the order.

6. Ownership and transfer of risk.

The risk of loss and damages is transferred to the buyer in connection with transfer of the goods to the transport operator, cf. the rules of "EXW" in Incoterms 2000. All delivered goods etc. remain the property of Skandi-Bo until the complete purchase price has been paid.

If Skandi-Bo manufactures tools in order to be able to deliver the product ordered by the buyer, Skandi-Bo has ownership of these tools, including all intellectual property rights. Skandi-Bo reserves the right to charge the buyer for a reasonable share of the costs of manufacturing tools and the like without the buyer achieving any right to these tools.

7. Delivery obligation of Skandi-Bo.

On the agreed day of delivery, Skandi-Bo must transfer the sold goods to the transport operator in accordance with Incoterms 2000, "EXW". If Skandi-Bo discovers that the agreed time of delivery cannot be complied with, Skandi-Bo must inform the buyer of this as well as the expected time of delivery as soon as possible. If lacking delivery is due to any of the circumstances mentioned in section 8 or other actions or omissions that are beyond the control of Skandi-Bo, the delivery time shall be extended to the extent that is estimated as reasonable under the circumstances. This stipulation applies no matter if the reason for the delay occurs before or after the expiry of the agreed time of delivery.

The buyer's cancellation of an order resulting from Skandi-Bo's delay is conditional upon the day of delivery having been exceeded and the buyer having given Skandi-Bo a written warning of at least 10 (ten) working days after this (calculated from the date of Skandi-Bo's receipt of the notification), and upon the delivery not taking place within the 10-day deadline in spite of the warning.

Regardless of whether the buyer, due to own circumstances, is not able to receive the ordered goods on the agreed day of delivery, the buyer is obligated to pay the ordered goods on time, as if delivery had taken place. Moreover, Skandi-Bo is to make sure that the sold goods are stored at the buyer's expense and risk. If the buyer has not become able to receive the sold goods within 30 days after the agreed day of delivery, Skandi-Bo shall be entitled to give the buyer a time limit in writing of 8 further days. If the buyer cannot receive the goods within this time limit either, Skandi-Bo shall be entitled to resell the sold goods, while the buyer shall still be obligated to pay the full purchase price with the addition of any costs of Skandi-Bo in connection with storage of the sold goods etc.

8. Exemption from liability (force majeure).

The following circumstances result in exemption from liability in case they prevent or delay the completion of the agreement or make the agreement unreasonably burdensome:

Work conflict and any other circumstances that are beyond the control of the parties, including damage

to production equipment at Skandi-Bo, fire, water or storm damage, other natural disasters, war, war-like conditions, mobilisation, terrorism, unforeseen military call-up, confiscation, currency restrictions, riot or disturbances, lack of means of transport, general shortage on supplies, restrictions on fuel, shortages of or delay of deliveries from sub-suppliers, work stoppage (including among own employees) etc.

9. Terms of payment.

Unless anything else has been agreed in writing, all deliveries must be paid at 40% on order by approved drawings and the remaining 60% by the end of production. If payment does not take place as agreed, Skandi-Bo shall be entitled to charge interest on the outstanding debt corresponding to 1.2% per started month. Any payment on account that the buyer makes is first used to write off interest due and then on paying the remaining debt.

10. Liability for defects.

The buyer is obligated to check the delivered goods without undue delay upon delivery.

If the buyer observes flaws and defects of the delivered goods, the buyer must immediately inform Skandi-Bo of this in writing. If the buyer does not inform Skandi-Bo about a flaw or defect in time, the buyer loses the right to raise any claim in connection with the flaw or defect.

Skandi-Bo is obligated to remedy all flaws that are due to errors in construction, materials or production by making repairs or replacements/new deliveries. However, Skandi-Bo is not responsible for flaws and defects that are fully or partially due to the fact that the delivered goods have been used more intensively or in a significantly different way than what has been agreed or could reasonably have been assumed when entering into the agreement.

If a flaw observed by the buyer can be remedied (or if a new or supplementary delivery can take place) within reasonable time, the buyer shall be obligated to put up with this without any right to compensation, damages or right to terminate the agreement. Remedy that takes place within 14 (fourteen) days after the receipt of the complaint at Skandi-Bo shall always be considered remedy within reasonable time.

If the buyer has complained of flaws that turn out not to be flaws that Skandi-Bo is liable for, Skandi-Bo shall be entitled to receive payment for the work and the costs that the complaint and/or remedy of the flaws have resulted in for Skandi-Bo.

Skandi-Bo's responsibility does not include flaws that are attributable to materials provided by the buyer or flaws that are caused by constructions or

materials that have been prescribed or specified by the buyer. Similarly, the liability for flaws only includes flaws that have occurred under the working conditions required in the agreement and with correct use of the product delivered by Skandi-Bo. For example, the liability does not include flaws caused by inadequate maintenance, inadequate or incorrect use of the delivered goods or changes carried out without written approval from Skandi-Bo.

Finally, Skandi-Bo is never liable for chemical reactions or damage that can be a result of influence from or contact with sharp, hard objects or chemical substances or cleaning agents that the goods delivered by Skandi-Bo are exposed to after delivery.

11. Time limit for complaints

In any case, Skandi-Bo's liability for flaws is conditional upon the flaws being complained of in writing by the buyer no later than 2 years after the day of delivery. However, for products covered by section 54 subsection 2 of the Danish Sale of Goods Act, any flaws may be complained no later than 1 year after the day of delivery.

12. Liability for injuries/damage caused by the product (product liability).

Skandi-Bo is only liable for personal injury if it is proved that the injury is caused by errors or neglect carried out by Skandi-Bo or others that Skandi-Bo is responsible for.

Skandi-Bo is not liable for damage to movables that occurs while the delivered product is in the possession of the buyer or a later marketing stage. Furthermore, Skandi-Bo is not liable for damage to products made by the buyer or to products that the product delivered by Skandi-Bo is a component in.

To the extent that product liability can be imposed on Skandi-Bo towards a third party, the buyer shall be obligated to hold Skandi-Bo indemnified to the same extent that Skandi-Bo's liability is limited according to the stipulations above. However, these limitations do not apply in case of gross negligence on the part of Skandi-Bo.

If a third party makes a claim against one of the parties regarding liability to pay damages in accordance with the stipulations of product liability described above, the party that the claim has been made against must immediately inform the other party of this.

The buyer is obligated to permit proceedings to be commenced against him in the court of law or court of arbitration handling claims for damages made against Skandi-Bo on the basis of circumstances related to articles delivered by Skandi-Bo to the

buyer.

13. Indirect loss

Skandi-Bo can never be held liable for the buyer's or anyone else's indirect loss, including loss of profit, loss of production or loss resulting from the fact that an agreement with a third party is terminated or not fulfilled or the like.

14. Transfer of rights.

The buyer is not obligated to transfer his rights and/or obligations according to these general rules and stipulations without previous written approval from Skandi-Bo. Skandi-Bo can freely transfer its rights and obligations towards the buyer to a third party if Skandi-Bo guarantees the fulfilment of the agreement.

15. Governing law and jurisdiction.

Any dispute that results from the agreement entered into by the parties shall be governed and construed in accordance with the laws of the Kingdom of Denmark, including particularly the Danish Sale of Goods Act and with specific exclusion of the rules of United Nations' Convention on Contracts for the International Sale of Goods (CISG).

All disputes, regardless of who is the plaintiff and who is the defendant, and regardless of amount size or value of the object of the case, may only be settled by the court in Holbæk, Denmark, as the first instance.

Jerslev, June 2008