

LUJA A/S

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Terms of trade

March 2013

These terms shall apply to any and all deliveries of products or services from LUJA A/S, hereinafter ("LUJA") and shall thus supersede all terms stated in the customer's order/accept, including the customer's ordinary terms. The below terms can, however, be departed from by a written agreement describing the concrete terms that are subject to the departure.

1. Contact Information:

LUJA A/S
Agerhatten 16 A, Hal 2
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Website: www.luja.dk

2. Right of modification and cancellation

- 2.1. When LUJA has received the order and before LUJA starts executing the order, LUJA is entitled to make minor modifications, if LUJA deems them necessary to attain the desired result. Furthermore, LUJA is entitled to change the price accordingly if this change does not amount to more than 10% of the purchase sum originally agreed.
- 2.2. If a price change exceeds 10%, the Customer must immediately respond in writing, if the new price is unacceptable. In the absence of such a response, the new price shall be considered as accepted by the Customer.
- 2.3. Once the order confirmation has been sent, the Customer cannot cancel the agreement, unless the Customer pays LUJA an amount equivalent to LUJA's accrued expenses plus the marginal return, which LUJA would have achieved, had the Customer not cancelled the agreement.

3. Date of delivery

- 3.1. Unless otherwise expressly stated, the dates of delivery stated shall not be binding. Delivery up to 3 months after a stated date of delivery shall always be considered timely.

4. Delivery and remedial action with regards to faults and omissions
 - 4.1. Unless otherwise expressly stated, delivery shall be agreed as Ex Works (INCOTERMS 2010). This shall apply regardless of whether freight is handled by LUJA or an independent freight company. If the purchase sum exceeds DKK 200,000,00 + VAT, LUJA can personally choose to take out an insurance against damage in transit at the account of the Customer.
 - 4.2. The Customer is obligated to examine the delivery immediately upon delivery. If the Customer wishes to plead fault and omissions in the delivery, he must submit a written claim no later than 10 days after the delivery.
 - 4.3. In any case, the right to invoke lack of conformity shall lapse no later than 1 year after delivery, after 1800 hours of operation or concurrently with the expiry of the manufacturer warranty, depending on which of the above shall occur first. These deadlines presuppose that the Customer has used the delivery in accordance with the concrete agreement between the parties involved (contract, order confirmation, instructions etc.).
5. Right to remedial action
 - 5.1. LUJA has unlimited right to attempt to remedy any faults or omissions for up to 120 days after the actual time of delivery. After this point in time, the Customer is entitled to exercise his right to claim a pro rata discount for defective performance. The Customer cannot assert any other remedy for defective performance.
 - 5.2. The Customer undertakes to allow LUJA the opportunity to remedy the defects, including allowing LUJA access to the delivery during normal opening hours upon their request.
6. Ownership
 - 6.1. LUJA maintains full ownership of the product that has been delivered, re-built etc. until such time when the full purchase sum has been received by and registered at LUJA's bank.
 - 6.2. If the agreement includes software, the Customer is granted indefinitely right of use as LUJA retains the copyright.
7. Terms of payment
 - 7.1. Prices
 - 7.1.1. LUJA's prices are listed in DKK and are exclusive of freight and delivery costs, packaging, VAT and other charges, which may be added to the products or services.
 - 7.1.2. LUJA reserves the right to collect a handling fee of DKK 200.00 on orders under DKK 1000.00 exclusive of VAT.

7.2. Waiting time and stay-over days

7.2.1. LUJA is entitled to independent payment for waiting time, i.e. time where LUJA's employee is visiting the Customer, but unable to complete his job. This will apply regardless of the reason for the waiting time.

7.2.2. Stay-over days shall be invoiced at LUJA's at any time applicable hourly travel time prices plus charges x 8 hours per day. LUJA charges for half days or full days. The definition of stay-over days is when waiting time occurs during a visit at a Customer and it is too expensive to let LUJA's staff travel home, e.g. when the stay-over lasts from Wednesday to Friday and the travel time would be 3 days or when the travel costs would exceed the cost of the stay-over days. This may also come into force, if waiting time occurs between jobs at two different customers and the above applies. In this case, the costs would be split between the two customers.

7.2.3. To the extent that the waiting time exceeds two working days, the Customer is entitled to require that LUJA's staff returns home under the precondition that the Customer pays any costs in this connection. If the waiting time is so long that LUJA is unable to perform the job within the anticipated time frame and therefore becomes forced to discontinue the job to travel to the next job, it shall be considered non-performance on the side of the Customer. The Customer is obligated to pay for incurred expenses, cf. item 2.3.

The price is the normal hourly price for work plus charges and other expenses.

7.3. Payment and the Customer's non-performance

7.3.1. For orders exceeding DKK 150,000 + VAT payment will take place in instalments, meaning that 1/3 of the amount is invoiced at the signing of the contract and the remaining 2/3 is invoiced when the product is shipped/the work is executed. For other orders, invoicing takes place upon shipment/execution of the work. Payment falls due 14 days after the invoicing date.

7.3.2. In case of the Customer's non-payment, LUJA is entitled to annul the agreement. In case of annulment, the Customer is obligated to pay for any costs that LUJA may have accrued until the time of the annulment plus the anticipated marginal return. In addition, LUJA is entitled to exercise their right to retain any form of service until such time, when payment is received. Regardless of whether the agreement is annulled or not, LUJA is entitled to add 2 % interest per month as of 30 days after the date of the invoice, however no earlier than from the due date.

8. Responsibility

8.1. Force majeure

8.1.1. The Customer is not entitled to assert any further remedies for breach of contract to the extent that LUJA's breach of contract is due to force majeure, including delay or defects in deliveries from sub-suppliers.

8.1.2. In case of force majeure, LUJA is obligated to inform the other party about the force majeure event as well as the consequences thereof.

8.2. Product liability

8.2.1. Should a claim be raised against LUJA concerning product liability, the Customer is obligated to exempt LUJA from any responsibility, unless the damage is caused by serious breach on the part of LUJA or LUJA's

employees. The Customer is in all respects obligated to attend any legal actions, which may be brought against LUJA in this regard.

8.2.2. LUJA has taken out product liability insurance and, to the extent that the insurance covers the damage, LUJA shall pay the amount covered to the Customer.

8.3. Other limitations

8.3.1. LUJA can in any respect only be held liable for loss, which is caused by non-performance on the part of LUJA or LUJA's employees. The burden of proof rests with the Customer.

8.3.2. LUJA cannot be held liable for any indirect loss and the liability for damages can under no circumstances exceed the purchase sum/contract sum for the defective/delayed delivery.

9. Other terms

9.1. As the point of departure is that it is the Customer, who has purchased the machines, it shall also rest with the Customer to ensure that recommendations from the machine supplier are complied with in terms of maintenance, lubrication, tensile strength of pulleys and wheels as well as other parts of the construction.

9.2. Machines that are awaiting LUJA's service must always be cleaned by the Customer prior to starting the work. If this is not the case, the Customer shall be invoiced for time spent on cleaning.

9.3. To the extent that hot work is being executed, it rests with the Customer to ensure that LUJA's employees are covered by the relevant insurance. This can only be departed from by a written agreement with LUJA's management prior to the confirmation of a delivery/job. LUJA's employees are not allowed to sign for any such departure.

9.4. Connection of power (electricity) shall always be performed by the Customer and the Customer shall be responsible for compliance with relevant rules.

9.5. Furthermore, the Customer is obligated to secure appropriate working conditions for LUJA's employees, including appropriate precautionary measures as well as access to changing and shower facilities as well as a lockable private area. If locking is impossible, the Customer shall be held liable for any loss as a result of theft of equipment and tools.

9.6. The Customer is responsible for borrowed/rented equipment that the Customer uses on his machines during the time when LUJA is performing service/rebuilding parts of the machine and in case of damage or similar, the Customer is liable for damages.

10. Venue and Choice of Law

10.1. Disputes between the parties shall be settled in LUJA's home court.

10.2. Danish legislation shall apply to interpretation and/or settlement of disputes between the parties, however with the exception of rules in regard to applicable law and venue, if such rules should lead to the application of legislation and venue other than Danish legislation and venue in the ordinary courts of Denmark.

Revised: March 2013