1. Definitions: For the purposes of this contract, unless another definition is agreed to by the Supplier and the Buyer, the following definitions shall apply:

"Buyer" means the person, firm or company which places an order for purchase of Products and/or Services as identified in the Sections of this Contract;

"Contract" means the agreement between the Supplier and the Buyer arising as a result of the Buyer's submission of an order to the Supplier for the purchase of Products and/or Services as identified in the Sections of this Contract;

"Suppliers" means the person, firm or company which agrees to provide the Supplier with all or any of its services as identified in any order agreed to between the Supplier and the Buyer;

"Terms and Conditions of Sale and Supply" means the terms and conditions for the sale and supply of Products and/or Services as set out in this Contract;

2. Reference in Buyer's Order: No term or condition of the Buyer's order additional to or different from those Conditions shall become part of any Contract unless explicitly agreed to in writing by the Supplier. Receipt by the Buyer of any Products delivered by the Supplier, the receipt by the Buyer of any Services performed by the Supplier or payment by the Buyer of any invoice rendered hereunder, shall be conclusively deemed acceptance of those Conditions. The Supplier's failure to object to any provision contained in any communication from the Buyer shall not be construed as a waiver of those Conditions or as an acceptance of any such provision.

3. Quotations: Prices, specifications and dates for delivery referred to in the Supplier's quotations are for information purposes only and shall not be binding on the Supplier until all technical requirements have been agreed and the Supplier has accepted the Buyer's order. Quotations terminate if not accepted by the Buyer within 30 calendar days from the date of the Buyer's receipt of the quotation in question.

4. Orders: By submitting an order to the Buyer, the Buyer agrees to be subject to these Conditions in their entirety, etc. If the Buyer makes a change to its order after it has been accepted by the Supplier, the Supplier may, at its option, ask the Buyer to pay an adjustment to cover the costs of any changes in addition to any change in the price of the Product.

5. Prices, Taxes and VAT: The prices for Products shall be the price quoted by the Supplier to the Buyer, and the fees for Services shall be the fee agreed in the Proposal or, in either case, as otherwise agreed between the parties in writing. Prices are exclusive of taxes, duties and VAT, and include exchange and freight charges, which taxes and other charges may, in the Supplier's discretion, be added by the Supplier to the sales price or billed separately, which taxes and other charges shall be paid by the Buyer.

6. Time and Place of Delivery:

6.1 The Supplier shall deliver or arrange for Delivery of Products CP1 (Invoices 2010) to the Buyer's premises or other Delivery point agreed between the parties; DP2 (Invoices 2011) to a place of delivery to be determined by the Buyer; and DP3 (Invoices 2012) TO ANY DELIVERY AT THE PURCHASE PRICE HAS BEEN PAID IN FULL.

7. Force Majeure:

7.1 The Supplier may delay in delivering the Products to the Buyer when the Products are delivered in accordance with Section 8. Any claims for loss, damage or delay shall be filled with the court (if any) and notified to the Supplier. All claims for loss, damage or delay shall be deemed to be subject to the provisions of this Section 15. No notice of any default or non-delivery of a non-conforming delivery for whatever reason shall not entitle the Buyer to damages or to treat the Contract in whole or in part as repudiated.

8. Service:

8.1 The Buyer shall provide services in accordance with these Conditions and the terms of the relevant Proposal.

8.2 The Buyer shall, upon the Supplier's request and otherwise as required, provide the Supplier with all necessary information and materials for the Supplier to provide its Services and the Buyer will be responsible for the completeness and accuracy of all such information and materials.

9. Terms of Payment:

9.1 Each shipment shall be a separate transaction and the Buyer will be invoiced on delivery. In respect of services the Supplier shall be entitled to invoice the Buyer monthly in advance. Unless otherwise stated in the Supplier's invoices, terms of payment shall be net thirty (30) days from date of invoice.

9.2 All amounts due under a Contract shall be paid in full by the Buyer without deduction, withholding, set-off or counterclaim for any reasons whatsoever.

9.3 The Supplier may, in its sole discretion, determine at any time that the Buyer's financial condition requires full or partial prepayment in advance of the performance of any services. In the event of such prepayment, the Supplier shall be entitled to demand payment in full, in advance, and in the event of any non-payment, the Supplier shall have the right to suspend the performance of any services.

9.4 If the Buyer fails to pay any amount due by the date specified in the invoice, the Supplier shall have the right to treat the Contract as repudiated by the Buyer and to suspend or cancel the order, and in the event of such default, the Supplier shall be entitled to any reasonable and proper damages resulting therefrom.

10. Communications:

10.1 The Supplier shall not be liable for any delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any event beyond the control of the Supplier, including but not limited to, war, sabotage, strikes, lockouts, riot, hostile takeovers, national emergency, embargoes, epidemics, insurrection, acts of God (natural or man-made), insurrection or revolution, terrorism, civil commotion, civil disorder, floods, fires, storms, earthquakes, attacks, sanctions, embargoes, revolutions, civil war, hostilities, action by any government or any subdivision thereof, judicial action, labor dispute, accident, fire, floods, floods, storms, shortages of materials or other causes beyond the reasonable control of the Supplier.

11. Termination:

11.1 The Supplier may terminate this Contract by giving written notice to the Buyer at any time within thirty days (30) of receiving written notice requiring it to be remedied.

11.2 Without prejudice to Section 15.3, either party may terminate a Contract for Services by giving to the other party ninety days (90) days advance notice in writing. Written notice to the other party.

12. Event of Repudiation or Non-Performance:

12.1 If the Buyer or the Supplier repudiates the Contract or if the Supplier fails to perform the Contract and the Buyer is entitled by law to cancel the Contract, the Supplier shall be entitled to receive reimbursement for its reasonable and proper damages resulting therefrom.

13. Intellectual Property Rights:

13.1 The Buyer acknowledges and agrees that all rights, copyright, and other intellectual property rights in any work or tangible results made as a result of supplying or performing the Services, from time to time, are the property of the Supplier. The Supplier grants the Buyer a non-exclusive and non-transferable license to use such Software solely for use with the Product.

13.2 The Buyer is not intended to make any moral or other right available to the Supplier, the Supplier may use, and may cause to be used, any material or information provided by the Buyer, without protecting it from any other right or otherwise available to the Supplier, the Supplier may use any and all legal rights available to it in any manner, including but not limited to, developing, using, processing, using, and the like, as the Buyer shall have the right to do in the performance of the Services, and all information or materials provided to the Buyer shall be protected from any other right.

14. Liability:

14.1 The Supplier warrants that all Products are free from defects in material and workmanship under normal use for a period of one year from the date of delivery, that the Buyer that operation of the Software may not be completely uninterrupted or error free. The Supplier shall be responsible for determining that the Product is suitable for the Buyer's use and that the Buyer complies with all instructions.

14.2 The Supplier shall pay for any loss or damage caused by the occurrence of any event beyond the control of the Supplier, including but not limited to, war, sabotage, strikes, lockouts, riot, hostile takeovers, national emergency, embargoes, epidemics, insurrection, acts of God (natural or man-made), insurrection or revolution, terrorism, civil commotion, civil disorder, floods, floods, storms, shortages of materials or other causes beyond the reasonable control of the Supplier.

15.2 Without prejudice to Section 15.1, either party may terminate a Contract for Services by giving to the other party thirty days (30) of receiving written notice requiring it to be remedied.

16.3 Without prejudice to Section 15.1, either party may terminate a Contract for Services by giving to the other party thirty days (30) of receiving written notice requiring it to be remedied.

16.4 Without prejudice to Section 15.1, either party may terminate a Contract for Services by giving to the other party thirty days (30) of receiving written notice requiring it to be remedied.

16.5 Upon termination or expiry of any Contract for Services, each party shall, except to the extent permitted or required to exercise of performance of its obligations, or obligations hereunder, return to the other party all property of the other party that are not properly the property of the other party.

17. Indemnity of the Buyer: If (i) the Buyer suspends its payments in Denmark ("Detaljkaution), making it impossible to perform its obligations, or (ii) the Buyer fails to perform its obligations in a manner that would otherwise cause the Supplier to be liable, the Buyer shall be entitled to bring a claim against the Buyer in any court of competent jurisdiction. If any part of this section of this Paragraph is held by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of the section of the Paragraph shall remain in full force and effect.

18. Non-Waiver: Remedies: No waiver of any breach of these Conditions shall constitute a waiver of any prior or subsequent breach of any similar or dissimilar provision or a modification of the contract.

19. Applicable Law and Actions to Recover Damages: The contract is governed by and construed in accordance with the laws and customs of the country in which the buyer and the supplier are located. If any dispute arises between the Buyer and the Supplier, the Buyer shall be entitled to bring a claim against the Buyer in any court of competent jurisdiction. If any provision of this Paragraph is held by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of the section of the Paragraph shall remain in full force and effect.