

Standard Terms and Conditions of Sale

These Standard Terms and Conditions of Sale apply to all sales from LITHIUM BALANCE A/S (hereinafter referred to as the "Supplier"), unless the parties in writing has agreed otherwise.

Quotations and Order Confirmation

Quotations made by the Supplier will not be binding until the Supplier has received acceptance from the purchaser and issued an order confirmation. Specifications, printed descriptions, drawings, photographs and other documentation attached to a tender shall be binding. However, the Supplier reserves the right to make minor modifications.

The order confirmation and these Standard Terms and Conditions of Sale constitute the agreement concerning the sale of goods between the parties, unless other written agreement has been agreed upon by the parties and accepted by the Supplier.

Prices

The purchase price of the goods is stated in the order confirmation. The prices are exclusive VAT, taxes and other duties.

If the order confirmation does not contain a purchase price, the Suppliers standard price in force at the time of the delivery of the goods shall apply to the sale of goods. The Supplier is, however, entitled to adjust the purchase price if the Supplier's total costs for the manufacture of the goods have been increased by circumstances beyond the Supplier's control, such as increases in prices on raw material, electricity, taxes etc.

The prices quoted include packaging. The packaging supplied is non-returnable.

Property Rights

All goods remain the sole property of the Supplier, until payment has been made in full; either to the Supplier or to the Supplier's authorized representative. The same shall apply to IOU's drawn on the purchaser's account until these same IOU's are honored.

Intellectual Property Rights

The name LITHIUM BALANCE and whatever trade names and trademarks the Supplier may use are property of the Supplier and shall so remain if the agreement between Supplier and purchaser is terminated. The purchaser cannot register or use such names or trademarks in the purchaser's own name or in the name of any third party without a prior written approval from the Supplier.

The purchaser acknowledges and agrees that all property copyright and other intellectual property rights in any work or tangible deliverable item arising from or created, produced or developed by the Supplier under or in the course of the agreement with the purchaser, including without limitations all right title and interest in and to the goods, software and all documents, data drawings, specifications, articles sketches, reports, inventions, improvements, modifications, discoveries, tools, scripts and other items relating thereto shall immediately upon creation or performance vest in and shall be and remain the sole and exclusive property of the Supplier and the purchaser shall acquire no right title or interest in or to the same.

The Supplier grants the purchaser a non-exclusive right, non-transferable license to use such of the goods and software as necessary, and to the extent necessary, for the purchaser to obtain and utilise the intended benefit of the goods.

Upon termination of the relationship between the Supplier and the purchaser, the purchaser is obliged to cancel any registrations with public authorities or other parties as an authorised LITHIUM BALANCE partner.

Transport

All transportation of goods supplied shall be effected at the purchaser's own expense and at his sole risk. If so requested by the purchaser, transportation and insurance cover can be provided by the Supplier at the purchaser's expense.

Time of Delivery

The time of delivery is reckoned from the date when the order is received by the Supplier provided all necessary information is available. The time of delivery is set out in the order confirmation. The time of delivery shall be observed as far as possible. Under no circumstances shall the Supplier undertake any liability for delayed delivery, including liability for any special, incidental, punitive, indirect or consequential damages.

Inspection

The purchaser is obliged to inspect each shipment of goods supplied. The purchaser shall immediately and not later than 10 days of receipt from receipt of the goods notify and describe such defects on the goods delivered. The purchaser cannot claim any defect that would have been found at such an inspection.

Payment

The purchase price for each goods shall be paid in advance to the Supplier in accordance with the terms and conditions set out in the order confirmation. Alternatively by way of issuing a bank guarantee to the Supplier on terms and conditions satisfactory to the Supplier.

Payment for goods supplied shall be made to the Supplier, the Supplier's representative, or the Supplier's bank as set out in the order confirmation.

In no circumstances shall the purchaser be allowed to withhold the payment as security for possible claims by the purchaser against the Supplier.

Warranty and Limitation of Liability

The Supplier guarantees that supplied goods shall be free from defects, which are proved to be solely due to the Supplier's workmanship and materials for a period of two years from the date of delivery, unless another warranty period is stated in the Supplier's quotation, order confirmation or invoice. The purchaser's exclusive remedy in case of defects shall be, at the Supplier's option, repair by the Supplier at a facility of its choice, replacement of the defective product with a functionally equivalent product, or refund of the amount paid for the product. If the supplied goods are returned to the Supplier's factory, defects will be replaced or repaired at no cost to the purchaser. Shipment of goods to and from the Supplier's factory shall be at the expense and risk of the purchaser.

All other warranties, either expressed or implied, are disclaimed as to the supplied goods and their quality, performance or fitness for a particular purpose. The Supplier does not warrant that the goods supplied will satisfy the purchaser's requirements or that the operation of the goods supplied will be uninterrupted.

The Supplier's aggregate liability arising from or related to goods supplied to the purchaser by the Supplier is limited to the purchase amount. Neither the Supplier nor any of its agents shall in any case be liable for any special, incidental, consequential, indirect or punitive damages even if advised of the possibility of those damages. Neither the Supplier nor any of its agents shall be responsible for lost profits or revenue, loss of use of software, loss of data, the cost of recreating lost data, or the cost of any substitute equipment.

Regardless of the above, the Supplier shall in no circumstance be liable for any damages caused by the goods or any damages caused by the use of the goods, if the purchaser fails to implement a software upgrade recommended by Supplier.

Product Returns

Products built to order will not be accepted for return. Standard goods will only be accepted for return subject to prior separate agreement, at invoicing costs less a 10% service charge, and only if returns are made in unopened, original packaging. Return shipping to the Supplier shall be at the expense and sole risk of the purchaser.

Product Liability

The Supplier shall be liable for damages caused for defective products delivery by the Supplier in accordance with the Danish Product Liability Act and unwritten product liability rules under Danish law.

The Supplier shall be liable for personal injury only if it is proved that such injury was caused by negligence on the part of the Supplier or others for whom he is responsible.

The Supplier shall not be liable for any damages which be attributed to incorrect or unusual use of the goods.

The Supplier shall not be liable for damage to property occurring whilst the goods are in the possession of the purchaser, nor shall the Supplier be liable for damage to products manufactured by the purchaser, or of other products of which the purchaser's products form a part. The Supplier shall not be liable for damage to commercial property. Apart from these limitations the Supplier shall be liable for damage of property on the same conditions as for personal injury. The Supplier shall in no circumstances be liable for loss of production, loss of profit or any other consequential damage and indirect loss.

To the extent that the Supplier might incur product liability towards any third party, the purchaser shall indemnify the Supplier as far as the Supplier's liability has been limited by the three preceding sub-paragraphs.

If a claim for damage, as described in this clause, is lodged by a third party against one of the parties, the latter party shall forthwith inform the other party thereof. The Supplier and the purchaser shall be mutually obliged to let themselves be summoned to the court examining claims for damages lodged against one of them on the basis of damage allegedly caused by the goods. The above limitations in the Supplier's liability shall not apply where the Supplier is shown to have been guilty of gross misconduct.

The Supplier will, however, only accept liability when so determined by a court of law. The Supplier's liability for property damage shall correspond to realized damage, but can never exceed either DKK 250.000 or the purchase price of the injurious product should the latter amount be greater than DKK 250.000.

Delays

The Supplier cannot be held liable to pay compensation due to neither accidental delay nor delay caused by negligence. The delay of the delivery does not entitle the purchaser to cancel the delivery. Provided that the delivery is delayed due to force majeure or due to a hindrance caused by the purchaser, the time of delivery should be postponed by an equal number of working days as the number of working days where the hindrance last.

Force Majeure

Orders are accepted on the condition that the following circumstances shall be considered as cases of relief for the Supplier if they impede the performance of the contract or make performance unreasonably onerous:

Industrial disputes and any other circumstances beyond the control of the Supplier such as fires, war, general mobilization or unforeseen military mobilization to a similar extent, requisition, seizure, currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, restrictions in the use of power and defects or delays in deliveries by subcontractors caused by any such circumstances referred to in this clause.

Software

The Supplier shall at all times have and retain title and full ownership of all software, firmware programming routines and documentation thereof supplied by the Supplier for use with the goods, and all copies thereof made by the Purchaser. The Supplier grants the purchaser a non-exclusive and non-transferable license to use such software solely for use with the goods.

Agreements

Agreements and contracts, expressed or implied, made by telephone between the purchaser and the Supplier or the Supplier's authorized representative shall only be valid after being confirmed in writing by the Supplier.

Product Safety

All products delivered and/or sold by the Supplier comply with internationally recognized Safety Standards, normally IEC Standards, or National Standards as stated in the relevant documentation. The purchaser shall use the equipment in accordance with the information and warnings given in the instruction manual supplied to the Purchaser.

The purchaser is obliged to provide its customers with a copy of the instruction manual supplied by the Supplier.

The Supplier does not guarantee the appropriateness for special purposes of the goods, unless it has been mentioned specifically by the purchaser in the order and stated expressly in the order confirmation.

Change of Control

The Supplier may terminate the agreement without notice if a material change occurs in the ownership of the purchaser.

Insolvency of the Purchaser

If (i) the purchaser suspends its payment (in Danish "betalingsstandsning"), makes any compensation or arrangement with its creditors (in Danish "tvangs- eller frivillig akkord"), enters into bankruptcy proceedings (in Danish "konkurs") or undergoes any analogous act or proceeding under applicable foreign law, then without prejudice to any other right or remedy available to the Supplier may treat any agreement or order made as repudiated and/or withhold any further supply of goods without any liability to the purchaser.

Confidentiality

Both parties agree to keep strictly confidential all proprietary information, including but not limited to all of the latest information in documentary form available in printing, writing or electronic media relating to the other party's products and company trade secrets relating to the latest techniques and methods used and any improvements or modifications developed with respect to the other party's products, disclosed to the other.

Each party shall use the same degree of care and supply equivalent measures to the confidential information disclosed to it by the other as it would use or apply with respect to its own confidential information.

Both parties undertake to keep confidential and take all reasonable steps to safeguard the confidentiality of any information given by the other party or discovered by the party itself relating to the other party's trade secrets.

Proprietary information of the other party shall only be disclosed to persons within the company or subsidiaries having a specific need to attain access to such information for the purpose of the agreement between the Supplier and the purchaser.

Discussions of each other's products, services, policies and personnel with third parties shall be restricted to that information commonly available to the general public in form of printed literature, or which is made available to the other by the disclosing party in written or oral connect, which consent shall indicate the restrictions to be made on subsequent disclosure(s), if any.

Interpretation

If any provision of these Standard Terms and Conditions of Sale shall, to any extent, be invalid or unenforceable, the remainder of these Standard Terms and Conditions of Sale shall not be affected thereby and each other provision of these Standard Terms and Conditions of Sale shall be enforced to the fullest extent permitted by law.

Jurisdiction and Law Applicable

The validity interpretation, construction and performance of these Standard Terms and Conditions of Sales shall be governed by the laws of Denmark. The Danish rules on the conflicts of law and the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to any sale of goods from the Supplier.

Any disputes, controversies or disagreements arising out or in connection with these Standard Terms and Conditions, including any question regarding the understanding of or the extent or scope of these Standard Terms and Conditions, which cannot be settled amicably between the parties shall be settled by the Copenhagen Maritime and Commercial Court.

Export Control

In recognition of U.S. and local (in particular Danish) export control laws, purchaser hereby agrees that any export license or other documentation will be obtained prior to exportation of any product or technical data acquired by the purchaser from Supplier. Accordingly purchaser shall not sell, export, re-export, transfer, divert or otherwise not to dispose of any such product or technical data directly or indirectly to any person or firm or country, or countries, in violation of the laws or regulations of the United States or local laws (in particular Danish laws). Furthermore, purchaser agrees to notify any person obtaining such products or technical data from the purchaser of the need to comply with such laws and regulations. Purchaser agrees to, at its own expense, secure such licenses and export and import documents as are necessary to buy and resell the products. In case an export license is refused, purchaser shall not be entitled to return products or technical data or ask for compensation.