

GENERAL TERMS

SCANTAGO APS (VAT no. 29174881)

1.0. Scope of Applicability

1.1. All Installing and Service of production equipment by Scantago ApS is subject to these General Terms notwithstanding any conflicting, contrary or additional terms and conditions in any purchase order or other communication from a Partner/Costumer. No such conflicting, contrary or additional terms and conditions shall be deemed accepted by Scantago ApS unless and until Scantago ApS expressly confirm an acceptance in writing.

1.2. Scantago ApS reserve the right to change the General Terms at any time.

2.0. Offers and Order Confirmations

2.1. Offers made by Scantago ApS are open for acceptance within fifteen calendar days from the date of issue, unless otherwise specifically stated therein.

2.2. Orders shall be binding on Scantago ApS unless and until confirmed by Scantago ApS in writing.

2.3. Changes requested by a Partner/Costumers shall be presented in writing. In reply to such requests, Scantago ApS will assess any influence on time and payment schedules agreed. Scantago ApS is not obliged to allow a request that suspends further work until revised terms have been agreed.

3.0. Prices and Terms of Payment

3.1. Prices shall be those set forth in the order confirmation. All prices are exclusive of taxes and other charges, including, but not limited to, sales, use, excise, value added and similar taxes or charges imposed by any government authority.

3.2. Unless expressly stated otherwise in the order confirmation, payment shall be made no later than thirty days from the due date of payment - without offset or deduction.

3.3. Scantago ApS is entitled to reimbursement for all pre-approved expenses, including travel expenses, reasonably incurred in the performance, upon submission and approval of written statements and receipts in accordance with the then regular procedures.

3.4. Prices are to be adjusted in compliance with price trends once a year as of April 1st.

3.5. Changes in an agreed budget that reasonably exceed the total budget imply the Partners'/Costumers' consent before incurring costs.

3.6. Partners/Costumers must submit such financial information from time to time as may be reasonably requested by Scantago ApS for the establishment or continuation of payment terms. Scantago ApS may at any time change agreed payment terms without notice by requiring payment cash in advance or cash on delivery, bank guarantee, letter of credit or otherwise.

3.7. If Partners/Costumers fail to pay any invoice within seven calendar days of the due date of payment, Scantago ApS may suspend delivery of any order or any remaining balance thereof until payment is made or terminate delivery of any order or any remaining balance thereof by providing written notice of termination within seven calendar days of the expiration of the grace period. Further, Scantago ApS may charge interest from the due date to the date of payment at the rate of 2 % per month. This shall be in addition to, and not in limitation of, any other rights or remedies to which Scantago ApS are or may be entitled at law or in equity.

4.0. Terms of Installing, respectively Service

4.1. Unless, expressly stated otherwise in the order confirmation, all service shall be performed in accordance with a separate Specification agreed in writing and subject to the Partners'/Costumers' payment of agreed fees.

4.2. Scantago ApS reserve the right to make changes in the Specification.

4.3. Scantago ApS provides continuous assessment, including a summary of the results achieved and assessment of the progress made towards completion of the project.

5.0. Warranty

5.1. Scantago ApS consults and manages projects concerning installing respectively service of production equipment for use in the pharmaceutical and similar industry.

5.2. Scantago ApS does not manufacture products.

5.3. Scantago ApS make no warranty. If and when an Agreement, has been signed by both Parties Scantago ApS warrants Service within 12 months, unless Services is to be made abroad, then Scantago ApS provides the necessary components, while the Partner/Costumer themselves are in charge of and responsible of implementing it. Scantago ApS makes no warranty for implementation done by a third party.

5.4. Scantago ApS makes no warranty if all efforts neither in delivering required or expected result, fail nor for the costs defrayed in vain.

6.0. Limitation of Liability

6.1. No Party will be entitled to, nor liable for, indirect, special, incidental, consequential or punitive damages of any nature, including, but not limited to, business interruption costs, loss of profit, removal and/or reinstallation costs, re-procurement costs, loss of data, injury to reputation or loss of Customers.

6.2. Scantago ApS shall only be liable for a delay that has been explicitly agreed on in writing and only a delay provided solely by Scantago ApS.

6.3. Scantago ApS shall not be liable for any claims based on compliance with Partners'/Costumers' designs, specifications or instructions or repair, modification or alteration of any goods by Parties other than Scantago ApS for use in combination with other goods.

6.4. Scantago ApS shall not be liable, if a Partner/Costumer or a supplier set aside any type of legislation, including certification requirements.

6.5. Scantago ApS shall not be liable for any type of corrosion.

6.6. Giving rise to such claim irrespective of the nature of the claim, whether in contract, tort, warranty or otherwise, recovery from Scantago ApS for any claim shall not exceed 10 % of the price of the order, that have been delayed.

6.7. Claim shall be presented in written within 6 months from the Partners'/Costumers' notice of the claim.

7.0. Independent Contractor

7.1. Scantago ApS as an independent contractor renders Services. An Agreement does not create an employer-employee relationship between the Scantago ApS and the Partner/Costumer.

7.2. Scantago ApS shall have no right to receive any employee benefits provided by the Partner/Costumer to its employees.

7.3. Scantago ApS shall when operating in unfamiliar places - and submitted by Scantago ApS in writing - obey and follow safety instructions, provided by a Partner/Costumer and vice versa.

7.4. An Agreement does not authorize Scantago ApS to act for a Partner/Costumer as its agent or to make commitments on behalf of the Partner/Costumer.

7.5. Scantago ApS' use of a supplier shall be approved by the Partner/Costumer in writing.

7.6. When, using an approved supplier Scantago ApS' liability is limited to authorising the Partner/Costumer to pose a potential claim directly towards the supplier to the Partner's/Customer's exclusive benefit and own risk and expenses. The Partner/Customer shall indemnify Scantago ApS for any claims from Scantago ApS' supplier to the extent such claims are derived from the Customer's acting on Scantago ApS' authorisation. Upon request and subject to reimbursement of reasonable costs, Scantago ApS will support the Customer in its pursuit of such claims.

8.0. Indemnification - Product liability et al.

8.1. Scantago ApS shall not be liable if a Costumer puts in not authorized products. For personal injuries and damage to consumers' goods, Scantago ApS remains liable in accordance with applicable mandatory laws, however, Scantago ApS disclaims

all liability for damage arising from the fact that recognised scientific and technical expertise used later proves to be incorrect or defective.

8.2. When a Partner/Costumer, including employees, costumers etc. puts in not authorized products, the Costumer shall indemnify Scantago ApS for any loss or damage it may cause.

9.0. Termination of Services

9.1. Unless otherwise agreed in writing, each Party may terminate Scantago ApS' Services with a written notice of 3 months to June 30th or December 31st.

10.0. Force Majeure

10.1. Either Party shall be excused from any delay or failure in performance if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature.

10.2. Obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty calendar days, either Party shall have the right to terminate the applicable contract(s) of sale, without liability, upon thirty calendar days' prior written notice to the other Party.

11.0. Insurance

11.1. Scantago ApS shall maintain at its sole expense liability insurance covering the performance of the Services. Such insurance coverage shall have limits and terms reasonably satisfactory to each Party.

12.0. Non publicity

12.1. Each Party agree not to disclose the contents of the order to any third party without the prior written consent of the other Party except as required by law or court order.

13.0. Governing Law and Dispute Resolution

13.1. Agreement shall be governed by and construed in accordance with the laws of Denmark, with out giving effect to any choice of law or conflict of law provisions. The Parties consent to the non-exclusive jurisdiction and venue in the Copenhagen City Court.