

TERMS AND CONDITIONS FOR PM PACK A/S

These terms and conditions (the "Terms ") apply to all sales of goods of all kinds, including new and used equipment from PM Pack A/S ("PM") and a customer ("Customer"), unless otherwise agreed in writing. In case of discrepancy between the conditions and customer's terms of any kind, PM's terms is prior to the customer's terms.

Offers and sales: including terminations, are only binding on PM, where PM on receipt of the final specified order has or can be carried procure goods at the prices, rates, delivery times and other conditions , as PM is calculated with and subject to the basis for the offer, respective sales and closure even though these are not the customer know . Offers made are in any case only valid for 1 month from the date of the offer. Fees, cost estimates are indicative only and not binding on the PM, whether such estimates are contained in an actual offer or order confirmation.

Exchange Rates: PM reserves the right at any time to settle the furnishing by the price at which PM even have to pay, whether it is clear from the submissions and / or order confirmation. The increase of freight, duties and other charges, with PM has calculated reserves PM the right to charge the customer.

Prices and price- and terms change: Agreed prices are excl. VAT, other taxes and any special taxes. All orders for delivery from the factory noted subject to assumption of, and delivery of the PM's supplier under the conditions as PM's reasoning for its offer. Should the supplier after having accepted the order not to perform the same or make new claims for completion, the PM committed to the extent of our ability to seek the order completed on the assumed conditions, but this does not succeed, PM reserves the right to withdraw from the contract.

Delivery and delay: Delivery time is according to PM's best estimates, but is not binding for PM, and delays shall not entitle the customer to cancel the order before the delivery period is exceeded by 60 days. Cancellation is your exclusive remedy, and the customer cannot edit any claims against PM in case of late or non-delivery.

Shipping: All goods are shipped at the customer's risk, also free delivery and the customer has the risk of the goods upon shipment from PM. The transmission method is selected by PM when the order does not indicate the best estimate and no liability for any freight difference cancer. Transport Packaging calculated as cheaply as possible and are not returnable.

Installation: Installation is made, unless otherwise agreed, according to invoice. Connection of electricity, water and other local work requiring recognition has, always will be the customer's expense. Additional cost for work performed outside the PM's workshop borne by the customer if this is not included in the agreement, including but not limited to travel and subsistence expenses and overtime. PM is not liable for damages caused by the assistance provided by the client's employees. PM is not responsible for the design and / or advice to the customer, unless this has been specifically agreed in writing.

Missing: PM is only liable by sales of new machines only for the original defects in the delivery and only until the end of 1900 hours of use or 1 year after delivery has occurred, whichever may come first. By selling used machinery, there is no warranty of any kind. For all other goods, PM is only liable for initial defects for 1 year from date of delivery. Rectification of defects occur in any case within a reasonable time and as agreed. PM is not liable for defects liability if there are errors or defects in the parts connected to a sale delivered by the customer. PM booklets or for errors or omissions in case the customer or a third party subsequently a delivery to make modifications or repairs without the prior consent of PM . The customer is obliged, as soon as it has received the delivery, to make the necessary inquiries in order to be recorded,

whether the delivery is in accordance with the agreement. Will the customer complain about the delivery, it is required to do so in writing to PM.

Claims must be made immediately after the defect is found, but no later than within 14 days after receipt of the goods. Late complaint in customer shall lose all remedies. If the claim is justified and PM carries out remedial done any shipping back and forth the customer's expense and risk. If there are deliveries from suppliers, limiting PM its obligation to remedy defects solely to what can pass of liabilities from the subcontractor. Eliminating performed during normal working hours at the PM's workshop. Additional costs of remediation outside normal working hours paid by the customer. Also paid additional costs of remediation outside the PM's workshop by the customer in the same manner as stated under "Assembly". In 60 days after delivery will machines supplied only be able to provide 85% of the stated capacity, including, for example. In the form of guaranteed bars / meters per minute, the customer is aware of and consent. PM jointly by possible deficiencies responsibility for any operating, profit-loss, loss of time, loss of interest or other indirect losses. PM's liability for defects can also never exceed DKK 200,000.

Cancellation and return: If the customer unjustified withdrawal from / cancellation of an agreement, the PM entitled, at its option, either to require (i) the positive performance of interest, or (ii) negative contractual interest, or (iii) 10% of the agreed purchase price ex. VAT as final compensation for the breach occurred. Returns only after PM's written confirmation of this. Upon return of the delivery, the customer must ensure proper packaging and packaging of the product and return must be in the same manner as the PM has made delivery. If there is no proper packaging / packing and / or the customer selects another mode of transport than the prescribed and there is damage to the goods, as a result, the customer is not entitled to either the initial or subsequent lack force.

Replacement: Except in cases where PM and / or its employees acted with intent or gross negligence, the customer is truncated law from making claims for compensation beyond what is provided under the foregoing provisions. PM jointly by liability never for loss of profits, loss of time, loss of interest or other indirect losses. PM's liability for damages can never exceed DKK 200,000. The responsibility ends in any case one year after delivery. The customer loses also its right to charge applicable to the PM, provided no written claim against PM as soon as the customer is or should be aware of the presence of PM's potential liability.

Product liability: Product liability is adjusted in accordance with clause 36 of NL92, except that the relationship between the customer and the PM under the section 36, the last sentence shall be determined under the heading "JURISDICTION" in conditions.

Force majeure: In all other respects all sales and offers subject to "force majeure", which includes strikes, lockouts, breakdowns, war, and export bans and any other circumstances here and abroad, where over PM's control.

Retention: The delivered goods remain PM's property until the full purchase price is paid. Customer until then is required to keep the delivered insured for full value.

Payment Terms: Unless the context otherwise agreed, payment terms 30% when the order confirmation, 60 % when the supply is delivered, 10% within 20 days of receipt of the customer given address. Payment after the due date, the 1 % interest per month or part thereof.

JURISDICTION: Any disputes between the parties must be settled by the ordinary courts to the Court of Horsens first instance. The parties' agreement is subject to Danish law.

Other regulations: International Sales Law No 733 of 7 December 1989 is not binding on the parties. The terms shall also supersede elements of both national and international law.