

These sales terms apply to all offers and contracts for the supply of products from MedicoPack A/S (hereinafter called the seller), unless otherwise agreed in writing with the buyer.

1. Conclusion of Contract

- 1.1. Offers are made on the basis of these sales terms and are not binding except when expressly stated.
 - 1.2. When an order is placed, the buyer is deemed to have accepted these sales terms. No valid contract will exist until seller has either confirmed the order or delivered the goods.
- #### 2. Price
- 2.1. The agreed price is exclusive of taxes and dues.
 - 2.2. Changes in production cost that occur after conclusion of contract entitle seller to add a charge to the agreed price. If the extra charge amount to more than 3 % of the invoice sum, buyer may cancel the contract in respect of any remaining deliveries. If notice of cancellation has not been received by seller within 15 days from the date notice of the added charge was sent, buyer will be considered to have accepted the added charge.
 - 2.3. Increases in transportation or insurance cost that occur after the contract is concluded shall be borne by buyer, who may not plead such increases as grounds for cancelling the contract. In case of changes in the exchange rate during the period from conclusion of the contract to delivery seller reserves the right to raise the price correspondingly, without cancellation right to buyer.
 - 2.4. If, because of rationalisation or similar, the specifications of a product are modified, e.g. in the form of a weight reduction, without affecting the functioning of a product, the buyer shall not be entitled to a price reduction.
 - 2.5. If the buyer adds to or modifies the order placed, the seller shall be entitled to refuse these or to cancel the order. If the seller accepts the additions or modifications made, the seller shall be entitled to modify the price and time of delivery.

3. Terms of Delivery

- 3.1. When not otherwise agreed, delivery is ex works. Delivery will be deemed to have been effected when seller has notified buyer that the goods are ready to be fetched/despatched.
 - 3.2. Seller is not responsible for taking out transport insurance for the goods except in the case of CIP sales and bears no liability for any damage that may occur during transport.
 - 3.3. Delivery terms such as FCA, CIP etc. shall be interpreted in accordance with the rules in Incoterms 2000 issued by the International Chamber of Commerce, as subsequently amended.
 - 3.4. The seller shall be free to decide from which factory the consignment shall be delivered and at the seller's discretion make use of sub-suppliers. Seller reserves the right to deliver the order by installments and, if successive delivery has been arranged, to deliver in consignments of the same size evenly distributed over the period of delivery. Seller will inform buyer without delay.
 - 3.5. Unless otherwise agreed, the packaging in which the goods are supplied is on loan only and must be returned undamaged to seller, free of charge.
- #### 4. Delays
- 4.1. If seller finds it impossible to effect delivery at the agreed time, or if seller considers it probable that delay will occur, he shall notify buyer in an expeditious manner and without undue delay. Whenever possible seller shall at the same time inform the buyer of when he expects to complete the delivery.
 - 4.2. If delay is due to circumstances beyond seller's control, the delivery date shall be postponed for the period reasonable under the circumstances. Circumstances beyond seller's control include difficulties related to the production of moulds and tools, labour conflicts and all circumstances seller is unable to control, such as fire, war, mobilisation or unforeseen military call-ups on a similar scale, requisitioning, confiscation, currency restrictions, revolts or riots, shortage of transport facilities, general shortage of goods, major rejects, governmental interventions – including refusal of license etc. power/fuel supply restrictions, and also any defects in deliveries resulting from circumstances listed under this clause. Corresponding rules apply in event of delay due to any act or omission on buyer's part.
 - 4.3. If seller fails to deliver within the period stipulated in clause 4.1., or within any delivery period extended pursuant to clause 4.2, buyer shall – in the event of material delay – be entitled to cancel the contract in respect of any deliveries not yet effected. If buyer wishes to invoke this cancellation right, he shall notify seller without undue delay.
 - 4.4. Buyer may not plead delay as grounds for further breach of contract action against seller, this including liability for compensation of both direct and indirect losses.

5. Liability and Defects

- 5.1. All directions concerning contents and use of the goods provided by seller in technical publications or technical services or otherwise, are for guidance only.
- 5.2. The seller shall assist the buyer to the best of his ability in choosing the appropriate goods for the buyer's products and shall supply reasonable quantities of test material for testing purposes. However, responsibility for testing and choosing the goods shall rest with the buyer, unless otherwise agreed in writing.
- 5.3. The properties of the goods, e.g. with regard to hardness, shade, weight, dimensions, volume, serigraphy, offset print, etc. deviate within certain tolerances. Consequently, supplies made cannot be guaranteed to be 100% identical to specimens or samples. The goods shall be considered to be according to contract if its values are within the normal tolerances used in the industry, or if it matches special quality specifications made in individual cases.
- 5.4. Seller cannot accept any responsibility for the matching of bottles and caps or other accessories, unless such items have been approved and such responsibility accepted by seller in writing.
- 5.5. The seller reserves the right to supply quantities of +/- 10 %.
- 5.6. A supply shall be according to contract if the number of unusable units does not exceed 2 % of the consignment supplied.
- 5.7. Upon receipt of the goods and before starting to use them, buyer shall check to ensure that the goods are in accordance with the agreed quantity and specifications.

5.8. Seller's liability covers only defects of which buyer complains in writing without undue delay and not later than 30 days after delivery was effected.

- 5.9. If the goods are defective and seller is liable, seller shall at his option either reduce the price proportionately, cancel the contract and credit the invoiced value or effect the necessary repairs or supplementary delivery, or deliver new goods.
- 5.10. Seller shall inform buyer of the method chosen without undue delay. If seller chooses to effect repair or supplementary delivery or to deliver new goods, buyer may cancel the contract if such deliveries do not take place within a reasonable time.
- 5.11. Buyer may not take further action against seller for breach of contract on account of defective goods. Thus seller's liability is limited as set out in this item 5.
- 5.12. In the event that under this contract the buyer's customer could hold seller directly liable for any defect, seller shall be entitled to recover in full from buyer, unless negligent behaviour on seller's part is proven.
- 5.13. Buyer shall not return defective goods except by agreement with seller. Claims for defects do not entitle buyer to withhold or delay payment for other goods delivered.

5a. Product liability

- 5a.1. The seller shall only be liable for damage or injury caused by the goods sold if the damage or injury is proved to be the result of faults made by the seller or his employees. However, the seller shall never be liable for consequential loss, loss of profits, or any other indirect loss. The seller's liability for damage shall never exceed DKK 500,000. The seller shall only be liable for one year from delivery for any damage or injury caused by the goods.
- 5a.2. If the seller is held liable where this is not covered by item 5a.1., the buyer shall reimburse the seller for any amount by which such liability exceeds the limits agreed. The buyer shall let himself be sued before the same court as the one that hears the claim for compensation against the seller.

6. Payment Terms

- 6.1. Payment shall be made into a bank stated by seller.
- 6.2. Unless otherwise agreed, buyer shall effect payment for the goods as and when delivery is effected, net at 30 days after the days of invoice. If payment is not effected within said time limit, outstanding amounts bear interest at 2 % per month, as from the time payment of the appropriate invoice falls due.
- 6.3. Seller has a sales lien on delivered goods until the invoiced amount is paid in full.
- 6.4. If before or after delivery there is reason to believe that buyer will not effect payment when due, seller may require buyer to furnish satisfactory security for proper payment. If buyer fails to do so, seller may cancel the contract.

7. Designs

- 7.1. Designs which are based on seller's ideas or drawings are seller's property and cannot be reproduced by others without seller's express written permission.
- 7.2. Models and tools which are manufactured or constructed completely or partly at the expense of the buyer can only be used for the production of goods which are to be delivered to the buyer, unless something else is agreed upon.
- 7.3. Models and tools, as mentioned in item 7.2, are the buyer's property, and the buyer shall insure these adequately. Changes can only be carried out with the permission of the buyer and at his expense.
- 7.4. When moulds and tools have been worn out and have to be replaced, such replacements shall be paid for by the buyer.
- 7.5. Without consideration of item 7.3, seller has the right to use and manufacture the models and tools. This applies also to models and tools which seller or third party make in order to replace destroyed or damaged models or tools.
- 7.6. The buyer can demand that the models and tools which he owns be surrendered:
 - a) In the event of seller's bankruptcy, immediately after bankruptcy proceedings start, or, if applicable, upon payment in accordance with item 7.7.
 - b) Upon the discontinuance of seller's operations.
 - c) If the models or tools are to be used for a simple production series and an unusually long work stoppage or other delay on the part of seller prevents the buyer's own production or sale, or
 - d) If the price of the product does not follow variations in the price of the raw materials, wages or general market conditions, provided that the surrender will be demanded.
- 7.7. If the buyer demands that models and tools be surrendered, he shall pay the difference between the seller's expenses for making them and that which the buyer has already paid for the work. The buyer has the right to be informed of seller's expenses when the contract is entered into.
- 7.8. Seller shall store and maintain the models and tools in a proper manner. If the seller has not in the course of 3 years received orders of a reasonable size from the buyer, this obligation no longer applies. The moulds and tools can be destroyed after the buyer has been informed of the fact that if an order is not received within three months such will be done.
- 7.9. The buyer is subject to professional secrecy concerning all specifications, drawings or information, which has been made available to the buyer.
- 7.10. Responsibility for any violation of patents, copyrights, trademarks, designs etc. shall rest with the buyer.

8. Prohibition against Assignments

- 8.1. Rights and obligations under this contract may not be assigned to a third party without the other party's written consent.

9. Additions to or Amendments of Contract

- 9.1. Additions or amendments shall be in writing.

10. Governing Law and Venue

- 10.1. The contract shall be governed by Danish law in all its aspects, excluding CISG, whether related to its execution, validity or interpretation, and any dispute arising out of the contract shall be subject to the jurisdiction of the maritime and Commercial Court in Copenhagen with the possibility of appeal to the Supreme Court of Denmark.