

KMT nord's Terms and Conditions of Business for Design and Engineering

1. Applicable Terms:

These terms and Conditions of Business shall apply in respect to any work carried out by KMT nord (hereinafter called the "Designers") and are the foundation of agreement for any working relationship between KMT nord and the purchaser (hereinafter called the "Client") of such design services. These terms are to the exclusion of any terms and conditions contained in any document of the Client. No changes or additions to these Terms and Conditions shall apply unless agreed upon in writing by the Designers.

2. Documentation and Drawings:

If the Designers' services involve the use of documentation or drawings supplied by the Client, the Client shall indemnify the Designers against all loss, damages, costs, and expenses awarded against or incurred by the Designers in connection with any claim or infringement of patent, copyright, design or other industrial or intellectual property rights of any other person which results from the Designers' use of the Clients documentation or drawings.

3. Quotations: Quotations shall remain valid for 1 calendar month from the date of issue unless otherwise stated.

4. Payment:

- (a) All fees are payable C.O.D. the date of the invoice unless otherwise specified on the invoice.
- (b) If the Client fails to make any payment on the due date, without prejudice to any other right or remedy available, the Designers shall be entitled to:
 - (i) Suspend performance of their services on any current contract; and/or
 - (ii) Cancel the Contract: and/or
 - (iii) Charge the Client interest (before and after judgment) on the amount unpaid, at the rate of 1% per month.

5. Expenses:

- (a) The Designers shall supply at no extra cost all necessary documents and communications with the Client pursuant to this agreement. Express postal services and extra copies of documentation shall be charged at extra cost.
- (b) Travel & lodging expenses will be charged extra as incurred, subject to prior agreement with the client.
- (c) Work above and beyond the scope of the agreement will be charged at the Designers normal hourly rate.

6. Copyright:

Copyright in all reports, drawings, 3D models, descriptions, specifications and documents supplied by the Designers to the Client shall remain vested in the Designers.

7. Expertise:

The Designers shall not be required to assign to the Client any rights whatsoever in relation to such ideas, know-how, methodologies and technologies developed by or used by the Designers (whether prior to or in the course of the performance of their services for the Client) as together constitute the expertise which the Designers bring to bear on the performance of their services hereunder.

8. Liability:

- (a) The Designers have no obligation, duty, or liability to the Client in contract, tort, for breach of statutory duty, or otherwise, beyond that of a duty to exercise reasonable skill, care and judgment.
- (b) In any event and notwithstanding anything contained in the Agreement, the Designers' liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with the services provided to the Client (except in relation to death or personal injury caused by the negligence of the Designers) shall be limited to the Design Contract price.
- (c) In no circumstances shall the Designers be liable in contract, tort (including negligence or breach or statutory duty) or otherwise howsoever, and whatever the cause thereof for:
 - (i) any increased costs or expenses: or
 - (ii) any loss of profit, business, contracts, revenues or anticipated savings: or
 - (iii) any special indirect or consequential damage of any nature whatsoever.

9. Confidentiality:

The Designers may use part of their design work in their promotional literature but the Designers shall keep secret all confidential information which is disclosed to them by or obtained by them from the Client pursuant to the agreement.

10. Law:

This agreement shall be governed by and construed in accordance with the Laws of Denmark and the parties irrevocably submit to the non-exclusive jurisdiction of the Danish Courts.