

BIOCONTROL GENERAL CONDITIONS OF SALE AND DELIVERY

1. Offers

Our offers, catalogues and pricelists are of an informative nature and are without engagement, unless explicitly stated otherwise therein. Reproductions, drawings, weights and measures and delivery times are only approximate. Our offers, with appurtenant drawings, sketches and test models, etc., shall not be shown to third parties, or be disclosed in any other way.

2. Prices

Our prices, unless explicitly stated otherwise, are quoted in Euro's, net, exclusive of V.A.T., ex-warehouse and exclusive of transport packing.

Any packing desired by the buyer shall be charged to him at cost.

3. Agreements

Agreements shall not be effected without our written confirmation, the contents of which shall be determinative in regard to the matter agreed upon. Any changes in or deviations from the matter agreed upon shall be effective only after our written confirmation.

4. Delivery times

Delivery times are forecasted as accurately as possible. In case of excess of delivery times the buyer shall not be entitled to demand dissolution of the agreement and/or to claim indemnification. In case of permanent force majeure or circumstances which render performance on our part permanently impossible or permanently unreasonably difficult, we shall be entitled to consider the agreement terminated, and the buyer shall be obliged to take and pay for the already completed product and pay the then unavoidable costs. In case of temporary force majeure or circumstances which render performance on our part temporarily impossible or temporarily unreasonably difficult, our obligations shall be suspended for the duration of the situation of force majeure, the temporary impossibility or unreasonable hampering.

If the period of temporary force majeure, temporary impossibility or temporary unreasonable hampering exceeds six months, we shall be entitled to terminate the agreement by giving notice thereof to the buyer, and the buyer shall be obliged to take and pay for the already completed product and pay the then unavoidable costs.

5. Delivery and installation

Delivery shall take place when the goods have been placed ready for shipment in our warehouse and the buyer has been informed thereof by us.

All risks in regard to the goods shall always pass to the buyer at the moment of delivery, unless products are concerned whose installation is also to be effected by us. The risks in regard to products whose installation is to be effected by us shall pass to the buyer at the moment when the goods are beyond our actual control and pass to the buyer's actual control.

If the installation is also effected by us, this shall be done without prejudice to the terms of payment for the goods supplied. The subsequently charged cost of installation shall be paid within the terms of payment stated therefore in the invoice.

6. Acceptance

Acceptance shall be deemed to take place on delivery. In case of minor defects not essentially relating to the performance, the buyer shall not be entitled to refuse delivery of the goods or to suspend payment, but we shall only be obliged to repair the defects or to redeliver, in our option and in the way we shall deem the most expedient.

Complaints about any incorrect executions as well as about the quality of the performance shall be submitted to us in writing within fourteen days after delivery of the goods.

Any proven material defects, production faults or any other imperfect performance shall place us under the obligation to replace the goods free of charge, to repair them or to credit the buyer's account, in our option, without further indemnification being due.



7. Payment

The buyer shall pay the purchase price within the terms indicated and without deduction on account of any counter-claim set up by him. In the event of excess of the terms indicated, the buyer shall owe interest, the percentage of which shall be equal to that of the official interest, without any notice of default being required. In case we are compelled to place the claim out of hand, the costs involved shall always be for the buyer's account together with an immediately payable amount equal to 15% of the principal sum, all this without prejudice to our other rights resulting from the buyer's default. If, in our own discretion, there is any doubt as to the buyer's solvency, we reserve to ourselves the right to demand a security, which the buyer shall undertake in advance to provide.

8. Reservation of title

We reserve the title to all goods supplied by us until such moment when the buyer has paid all amounts of the principle sum, interest and any attendant costs owing to us.

9. Product liability

Any liability on our part on account of damage caused by the products supplied, shall never exceed the invoiced amount of the product on delivery. We shall never be liable for any consequential damage.

10. Guarantee

Guarantee is defined in the document 'BioControl warranty and repair regulations'.

In fulfillment of our obligation of guarantee, we shall, in our option, replace or repair the products free of charge. We shall not be liable for the fitness of the goods for the purpose for which they are intended by the buyer, not even if the purpose has been communicated to us, unless we have bound ourselves thereto in writing. Any liability on our part on account of damage caused by the products supplied, shall never exceed the invoiced amount of the product on delivery. We shall never be liable for any consequential damage.

11. Industrial property

In case we have products made in accordance with our buyer's design or instructions, the buyer shall guarantee towards us that such work does not infringe upon any third-party rights in regard to either industrial property or otherwise, and shall consequently hold us harmless in respect thereof. Should it be established that a product developed and supplied by us infringes upon a third party's right of industrial property, we shall never be held liable towards the buyer to pay indemnification, but only to re-purchase the supplied product at the then current market-value, all this without prejudice to the possibility of releasing us from this obligation via an agreement still to be made with the third party concerned.

12. Applicability

Unless explicitly stated otherwise by us in writing, all offers and sales shall be subject to the present General Conditions of Sale and Delivery, to the exclusion of the buyer's purchase conditions, if any, which we hereby expressly reject as far as necessary.

The buyer, after having received the present general conditions, shall be deemed to be acquainted with the contents thereof.

In case orders include installation, the legal relationship with the buyer shall be governed by these General Conditions of Sale and Delivery as far as the nature of these conditions permits them to be applied.

13. Applicable law

The Norwegian law shall be applicable to all offers, agreements and deliveries.

14. Disputes

Disputes shall be decided by the competent judge in our place of residence, whereby we shall have a right to institute legal proceedings against the other party at the Court of his place of residence, without prejudice to imperative rules of relative competence

Rakkestad, January 1st, 2008

