

PURCHASE ORDER STANDARD TERMS & CONDITIONS (“TERMS AND CONDITIONS”)

1. **ACCEPTANCE AND LIMITATIONS.** Buyer will purchase the products (“**Products**”) and/or services (“**Services**”) as set forth in the purchase order or similar document issued by Buyer (“**Order**”), and the natural person, partnership or legal entity or that is mentioned identified in the Order as the supplier of the Products and/or the Services (in the broadest sense) (“**Seller**”) agrees to sell and supply the Products and/or perform the Services set forth in the Order in accordance with these Terms and Conditions. The Order constitutes Buyer’s offer, which may be accepted by (a) Seller’s written acknowledgement or execution of such Order or (b) Seller’s performance of the obligations set forth therein; and in each case, Buyer’s and Seller’s performance thereof will be subject to these Terms and Conditions. Any different or additional terms and conditions - whether generic or specific - contained in Seller’s acknowledgement form or any other form are hereby objected to. These Terms and Conditions apply exclusively to all quotations and offers and to all requests for the same and to all Orders and contracts, both verbally and in writing, with regard to the purchase and delivery of the Products and/or the Services by the Seller to Buyer.

2. **TERMINATION/CHANGES.** Buyer will have the right to make changes to an Order, which change will be deemed to be accepted if (a) Seller does not reject the change in writing within two (2) days after the date of the changed Order, or (b) Seller actually starts performing its obligations pursuant to the changed Order. After an Order is issued by Buyer, no changes by Seller will be effective unless authorized in writing by Buyer. Any Order by Buyer will be deemed severable and Buyer may increase or reduce the quantity ordered and pay therefor a *pro rata* price. If, however, such an increase/decrease has a material impact on Seller’s timely delivery, ability to supply the quantity ordered, or performance quality, then Seller will immediately notify Buyer to negotiate an appropriate adjustment. Buyer may terminate any Order in full or in part by written or electronic notice at any time, and in such event Buyer will pay Seller’s direct labor and material costs reasonably incurred prior to receipt of the notice with appropriate allowance for salvage value and possible mitigation of damages by completion and sale to third parties. In the event of termination or change of the Order by Buyer, no claim will be allowed for manufacture or procurement in advance of the normal flow time necessary to meet the specified schedule.

3. **WARRANTY AND LIABILITY.** Seller represents and warrants: (a) its performance will be in accordance with all applicable laws, rules and regulations, the highest industry standards and no less than a professional and workmanlike manner; (b) Products and Services will be supplied or performed in accordance with the Order’s specifications; (c) the Products will be free from defects in design, (d) full title to Products shall be passed on to Buyer, and (e) the Products will be delivered free from encumbrances, included but not limited to any security interest, lien, attachments and/or other personal, restricted or other rights for the benefit of a third party. Seller also represents and warrants that the Products do not infringe any valid patent, trademark or copyright owned or controlled by any third party. Buyer’s approval of designs furnished by Seller will not relieve Seller of its obligations under this section. Seller’s warranties and guarantees (if any) will survive inspection tests, acceptance of delivery, payment for and completion, or termination of an Order. Seller is liable for any and all damage arising out of or in connection with the performance of the Order and/or these Terms and Conditions.

4. **PRICE.** The amount of all fees, expenses, or price associated with the supply of the Products or performance of the Services are set forth in the Order. The price for each Product will be the lower of the price provided to Buyer or the price of Seller in effect on the date of delivery for like quantities of Product of like grade and quality to other customers. Payment terms are net 60 days.

5. **TAXES AND DUTIES.** Except as may be otherwise provided in any Order, the purchase price for the Products and the Services includes import duties, excise duties and other government taxes, levies and duties.

6. **INSPECTION AND ACCEPTANCE.** All Products (including raw materials, components, samples, intermediate assemblies and end products) and Services (including any component, process, methodology, records, data or information) may be subject to inspection and test by Buyer at all times and places (including the period of manufacture) at Buyer’s election and to the extent practicable, prior to acceptance. If Products or Services are found to be defective, not fit for their purpose or (otherwise) not in conformity with the Order, Buyer will be entitled at its option to: (a) reject it and require Seller to promptly re-supply these Products or re-perform these Services, in each case at Seller’s cost, (b) accept these Products or Services with an equitable adjustment in price, or (c) have Seller refund to Buyer all amounts paid to Seller for these Products and Services. If Seller fails to promptly re-supply or re-perform in accordance with section 6(a), Buyer may, in addition to any other remedies it may have herein, (y) have the Products or Services that are defective, not fit for their purpose or (otherwise) not in conformity with the Order replaced, corrected, or performed by another Seller and charge the costs of such replacement, correction or re-performance to Seller, or (z) without further notice, terminate the Order, notwithstanding Buyers’ right to claim compensation for damages.

7. **GOODS SHIPPED IN EXCESS OF AMOUNT ORDERED.** Product shipped in excess of quantity ordered may be rejected, stored and/or returned by Buyer at Seller’s expense.

8. **SHIPPING INSTRUCTIONS.** Unless agreed otherwise in writing, shipment will be Incoterms 2010 CIP Buyer’s facility. Seller will comply with the following shipping instructions:

PACKING. Seller will be responsible for safe packaging and packing. Buyer’s Order number and Product description will appear on the outside of each package, all packing slips, invoices and allied papers. A packing slip will be included with each shipment. Buyer’s count will be conclusive in the absence of a packing slip.

INVOICES. Invoices in duplicate will be mailed to Buyer (address on front side) not later than the day following the date of shipment, together with bill of lading, express receipt or other shipping documents. The time for discounting invoices will begin on the date of receipt of Product at Buyer’s specified delivery point, on the date of Seller’s invoice, or upon receipt of Seller’s invoice at Buyer’s delivery point, whichever is later.

CARLOAD OR TRUCKLOAD SHIPMENTS. If carload or truckload shipment is made, Seller will wire the following information to Buyer on the shipment day: contents, car number (if by rail), freight bill number and routing.

PURCHASE ORDER STANDARD TERMS & CONDITIONS (“TERMS AND CONDITIONS”)

ROUTING. If no shipping instructions are specified by Buyer, Seller will ship by the most direct and economical way. If shipping instructions are specified by Buyer, Buyer will charge to Seller’s account any excess freight and other expenses resulting from the shipments of Product in an unspecified or unauthorized manner. Seller will enter in full, on the bill of lading, the routing as shown on the face thereof.

DELIVERY. The dates of delivery and quantities as specified in the Order are of the essence of the Order, and delivery will be effected within the time specified. All agreed delivery dates constitute fatal delivery dates. No deviation from the delivery schedules in an Order will be allowed without the written authorization of Buyer. If Seller exceeds the agreed date of delivery or is in default with regard to the quantity of Products to be delivered, Seller will immediately be in default without any warning or notice of default being required. If deliveries are not made on time and in the quantities specified, Buyer, in addition to any other legal and/or contractual remedies, reserves the right to cancel, purchase elsewhere and charge Seller without any loss incurred thereby.

9. **BUYER MAY DEFER DELIVERY AND SELLER WILL STORE AT HIS OWN EXPENSE.** Buyer may defer delivery of any Product up to ninety (90) days by written notice to Seller at any time prior to shipment, and in such event Seller will store same at Seller’s risk and expense. Buyer may require delivery in installments within said period of ninety (90) days, and may specify the date of delivery and the size of each installment.

10. **MATERIAL.** Any material supplied by Buyer for use in the Order, on other than a charge basis, will remain the sole legal property of Buyer and will be deemed as held by Seller on consignment. Seller agrees to pay for all such materials, spoiled or not otherwise satisfactorily accounted for, and to keep such material (a) fully insured at Seller’s cost for benefit of Buyer; (b) separate from other materials; and (c) identified as the sole legal property of Buyer.

11. **TOOLS, DESIGNS, PATTERNS, DIES.** No tools, designs, patterns and/or dies belonging to Buyer and used by Seller in the manufacture of Products will be used in the production, design, manufacture of product for any third party, nor for the manufacture of larger quantities than those specified in the Order, except with the specific and written permission of Buyer. When requested by Buyer, said tools, designs, patterns and/or dies will promptly be disposed of as Buyer will direct. All such items will be permanently marked or identified as property of Buyer and with the tool number designated by Buyer. Seller will bear all risk of loss of, and damage to, such items, normal wear and tear excluded, while they are in Seller’s possession or control.

12. **SELLER’S INDEMNIFICATION OF BUYER.** Seller agrees on demand to indemnify, defend and hold harmless Buyer and its employees from and against any and all claims, proceedings, actions, damages, liabilities, losses, fines, suits and expenses (included but not limited to court costs and reasonable attorneys’ fees) arising from (1) any claim based on Buyer’s reasonable use of the Products or the Services (including products or services derived therefrom), (2) Seller’s breach of an Order, warranty or these Terms and Conditions and (3) Seller’s negligence or willful misconduct.

13. **INSURANCE.** Seller will have and maintain in force adequate insurance relating to the execution of the Order, including but not limited to general liability insurance (premises and completed operations), professional liability insurance, employer’s liability insurance, product liability insurance, auto and transport liability insurance and employee invalidity insurance with insurers, coverage and limits satisfactory to Buyer, all at Seller’s sole cost and expense. Policies of insurance evidencing such insurance naming Buyer as an additional insured will be provided at Buyer’s request as well as proof of premium payments being made. Seller waives all rights of subrogation against Buyer. If Seller fails to maintain such insurance, Buyer will have the right but not the obligation to procure such insurance at Seller’s expense.

14. **SELLER’S NONDISCLOSURE OF MATTERS PERTAINING TO BUYER.** Neither party will use the other party’s proprietary and/or confidential information for any purpose other than in the performance of an Order, notwithstanding the provisions in section 17. The parties will identify, in writing, such information as confidential and/or proprietary. Each party will use commercially reasonable efforts to maintain such information in confidence and will employ reasonable and appropriate procedures to prevent its unauthorized publication or disclosure unless required by law to disclose such information. The obligations of confidentiality and restricted use set forth in this section 14 will survive termination or expiration of an Order for a period of five (5) years. The confidentiality provisions in this section 14 will not apply to any part of such information, which (i) is known to the receiving party at the time it was obtained from the disclosing party; (ii) is acquired by receiving party from a third party, and such third party did not obtain such information directly or indirectly from the disclosing party under obligation not to disclose; (iii) is or becomes published or otherwise in the public domain other than by violation of these Terms and Conditions by the receiving party; (iv) is independently developed by the receiving party without reference to or reliance upon the information provided by the disclosing party; or (v) is required to be disclosed by the receiving party to comply with applicable laws or governmental regulations; provided that the receiving party provides prompt written notice of such disclosure to the disclosing party and cooperates with the disclosing party’s reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

15. **PERSONAL DATA.** When collecting, using, disclosing, retaining or otherwise processing personal data, Seller agrees to comply with all applicable privacy and data security laws, rules and regulations in those respective jurisdictions where the Seller provides the Services and/or collects, uses, discloses or otherwise processes personal data. Applicable privacy and data security laws, rules, and regulations include, but are not limited to, those laws related to the transmission or communication of Personal Data via mail, telephone, computer, wireless technology, facsimile, or other such means. For any Personal Data that is processed within, or transferred out of, the European Union or the European Economic Area the Seller will comply with its obligations under the European Union Data Protection Directive (Directive 95/46/EC) or succeeding directives or regulations and the data protection laws of each member state of the European Union. “**Personal Data**” will mean any information which identifies or is capable of identifying a living individual.

16. **SAMPLES.** If samples are required by Buyer in the Order, Seller will not forward quantity shipments until Buyer has approved in writing Seller’s samples processed or fabricated by means of the tooling and process methods to be used in such quantity productions.

PURCHASE ORDER STANDARD TERMS & CONDITIONS (“TERMS AND CONDITIONS”)

17. **DISCLOSURES/WAIVERS.** Seller agrees and admits that all disclosures made to Buyer concerning the Products and the Services, and all ideas, suggestions, plans, programs, proposals, designs, layout, construction, formulae or the like, utilized or embodied or incorporated therein or pertaining thereto, and all discussions, meetings and correspondence, if any, in regard thereto, have been made, submitted and conducted on a completely non-confidential basis, and without any restrictions on Buyer’s use of such matters in its business in whatever manner it chooses without obligation to Seller, and Seller hereby further agrees that all disclosures to be made by it to Buyer in the future will be similarly made on the aforesaid non-confidential and unrestricted basis, in the absence of advance written notice to the contrary for any specific disclosures which Seller wishes to have considered on any other basis; and Buyer further agrees that except to the extent, if any, that it now owns or may later acquire valid patent rights covering the Products or the Services, of which patent rights or intention to acquire patent rights it has already given Seller express notice, it expressly waives any and all property right it may claim to have in or to those ideas, suggestions, plans, programs, proposals, designs, layouts, construction, formulae and the like, and without in any way limiting the generality of the foregoing, it recognizes and concedes Buyer’s freedom to obtain the same or similar merchandise, work or services, or improvements or modifications thereof, from other sources, or to manufacture or provide them itself, and to use and/or sell them, all in any desired quantities or volumes, without any obligation whatsoever to Seller.

18. **GOVERNING LAW.** Danish law, except for the rules of conflict under Danish private international law, is applicable to all Orders, commitments and other arrangements between Buyer and Seller, to these Terms and Conditions and all non-contractual obligations arising therefrom or relating thereto. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 11 April 1980) is expressly excluded.

19. **EXCLUSIVE FORUM.** All disputes regarding, arising from or relating to a contract entered into, quotation received, offer requested, or Order placed by Buyer, as well as all assignments to which these Terms and Conditions apply wholly or in part, these Terms and Conditions themselves and non-contractual obligations arising therefrom or related thereto, will be submitted exclusively to the court of ~~Køge~~.

20. **FORCE MAJEURE.** Neither party will be considered in default of the performance of any obligation hereunder to the extent that the performance of such obligation is prevented or delayed by fire, flood, earthquake, hurricane, explosion, disease, contamination, strike, acts of terrorism, war, insurrection, embargo, government requirement, civil or military authority, animal activism, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party.

21. **MISCELLANEOUS.** Any notice will be deemed given upon the date of electronic delivery or two (2) business days after deposit in the mail, registered or certified, postage prepaid, and addressed to Buyer or Seller. The invalidity, in whole or part, of a term or condition will not affect the validity of any other term or condition, nor will the waiver of a breach of any provision contained herein constitute a waiver of any prior or subsequent breach of that provision or the breach of any other provision. No waiver by Buyer will be effective unless made in writing signed by Buyer. Seller will not assign or transfer any Order nor any claim or interest thereunder to any other party or parties except as authorized by Buyer in writing. Buyer may assign the whole or any part of any Order. The Order supersedes any and all previous statements, negotiations, documents, agreements and understandings, whether oral or written, as to the subject matter therein.

22. **SUPPLIER CODE OF CONDUCT.** Seller will comply with Buyer’s Supplier Code of Conduct, which can be found at www.criver.com.