

## **GENERAL TERMS**

### **SCANTAGO A/S (VAT no. 29174881)**

#### **1. SCOPE AND APPLICABILITY**

Scantago A/S, Danish Reg. No. 29174881 ("Scantago") is engaged in consulting and project management related to installation of production equipment for use in the pharmaceutical industry and the servicing of such equipment.

Unless otherwise expressly accepted by Scantago, these General Terms ("Terms") shall apply between Scantago and its customers ("Customers").

#### **2. CONSULTING AND PROJECT MANAGEMENT**

Scantago ensures that consulting and projects undertaken are executed conscientiously and with the optimum utilisation of Scantago's expertise.

If a budget for Scantago's consulting or project management has been agreed, Scantago will obtain the Customer's consent before incurring costs that can reasonably be expected to exceed the total budget.

During the execution of projects, Scantago will produce periodic information, containing a summary of the type of work performed and results achieved, as well as an assessment of the progress made towards completion of the project.

If Scantago's employees shall perform work at the Customer's premises, such employees will obey the Customer's operating and safety instructions, provided these have been submitted to Scantago.

Any request for changes shall be forwarded in writing. In reply to such requests, Scantago will assess any influence on time and payment schedules agreed. The Customer may request that Scantago suspends further work until revised terms have been agreed, but Scantago shall not be obliged to change agreed specifications before agreement has been reached on the impact of the requested changes.

If it becomes apparent that a milestone or deadline will be exceeded to any significant extent, Scantago will inform the Customer of the fact so remedial measures may be decided.

Scantago shall only be liable for delays to the extent explicitly agreed in writing and provided the delay is solely Scantago's responsibility. Scantago's liability with respect to delays shall in no event exceed 10% of the Customer's payments for Scantago's management of the delayed project.

#### **3. CONFIDENTIALITY**

Each of the party undertakes to treat and maintain any information, such as, but not limited to, infor-

mation on products, processes, technology, results, materials and prices of the other party as confidential, except to the extent such information (i) is or rightfully becomes part of the public domain; (ii) is already in the possession of the receiving party; (iii) is received from a third party who was entitled to disclose such information; or (iv) is developed independently of the disclosing party's confidential information.

#### **4. SUPPLY OF PRODUCTS**

Scantago does not manufacture products.

If Scantago acts as agent, sales representative or otherwise on behalf of a manufacturer of products, any liability with respect to such products shall be governed by the Customer's agreement with such manufacturer.

If Scantago resells any products, Scantago's liability (including, but not limited to, liability pertaining to delays, passing of risk, defects and infringement) shall be limited to authorising the Customer to make its claim directly towards Scantago's supplier to the Customer's exclusive benefit and at the Customer's own risk and expense. The Customer shall indemnify Scantago for any claims from Scantago's supplier to the extent such claims are derived from the Customer's acting on Scantago's authorisation. Upon request and subject to reimbursement of reasonable costs, Scantago will support the Customer in its pursuit of such claims.

#### **5. SERVICING**

Scantago's servicing will be performed in accordance with a Service Specification agreed in writing and subject to the Customer's payment of agreed fees.

Unless otherwise agreed in writing, each party may terminate Scantago's servicing with a written notice of 3 months to June 30<sup>th</sup> or December 31<sup>st</sup>.

If Scantago uses a supplier to carry out service and such supplier has been approved by the Customer, Scantago's liability shall be limited to authorising the Customer to make its claim directly towards Scantago's supplier to the Customer's exclusive benefit and at the Customer's own risk and expense. The Customer shall indemnify Scantago for any claims from Scantago's supplier to the extent such claims are derived from the Customer's acting on Scantago's authorisation. Upon request and subject to reimbursement of reasonable costs, Scantago will support the Customer in its pursuit of such claims.

## 6. PRICES AND PAYMENT

All prices are exclusive of any applicable sales or value added taxes. Such taxes will be stated separately on invoices.

Project management shall be paid for according to (i) an agreed payment schedule with respect to lump sums or, in the absence thereof, (ii) monthly invoices based on Scantago's hourly rates (calculated in 15 minutes intervals).

Expenses and charges pertaining to travel will be charged separately on invoices in accordance with Scantago's applicable rates.

Prices and rates may be adjusted in accordance with price trends once a year as of January 1<sup>st</sup>.

All payments shall be effected in the quoted currency no later than 30 days from the date of the invoice. Scantago shall be entitled to demand security for due payment.

In the event of delayed payment, Scantago shall upon giving one week's notice be entitled to terminate all, or some, pending deliveries or services. Simultaneously, all outstanding amounts shall fall due regardless of previously granted terms of credit. On delayed payments an interest of 1% per commenced month is accrued.

## 7. GENERAL LIMITATIONS OF LIABILITY

Scantago shall in no event be liable for any liability, loss or damage arising, directly or indirectly, from the use of products or for any special, incidental, indirect, exemplary or consequential losses or damages, including but not limited to loss of opportunity, use, income or profit, or interrupted operation.

Scantago shall not be held responsible if Scantago's efforts fail to produce the required or expected result nor for costs defrayed in vain.

Scantago's aggregate liability whether in contract, warranty, tort or otherwise, arising out of, connected with, or resulting from the performance or non-performance of any agreement shall in no event exceed the lesser of the total sum paid by the Customer to Scantago during the 6 months prior to the Customer becoming aware of the basis for the claim, and 200,000 Danish kroner.

Scantago cannot be held liable for any loss or damage unless a written claim is made within 6 months after the Customer has become aware of the basis for the claim.

## 8. INDEMNIFICATION – PRODUCT LIABILITY ET AL.

THE CUSTOMER SHALL BE ENTIRELY RESPONSIBLE FOR THE USE TO WHICH IT PUTS PRODUCTS. For personal injuries and damage to consumers' goods, Scantago remains liable in accordance with applicable mandatory laws, however, Scantago disclaims all liability for damage arising from the fact that recognised scientific and technical expertise used later proves to be incorrect or defective. THE CUSTOMER SHALL, NONE-THE-LESS, INDEMNIFY SCANTAGO FOR

ANY LOSS OR DAMAGE RESULTING FROM THE CUSTOMER'S, ITS EMPLOYEES' AND ITS CUSTOMERS' USE OF PRODUCTS, OR CAUSED BY PRODUCTS, INCLUDING PRODUCT LIABILITY, AS WELL AS ANY DAMAGES IN EXCESS OF THE GENERAL LIMITATION SET OUT IN THE ABOVE CLAUSE.

## 9. FORCE MAJEURE

Scantago shall not be liable for any delay or failure to perform, if such delay or failure results from fire, explosion, labour dispute, earth quake, casualty or accident, lack or failure of transportation facilities, epidemic, flood, drought, or by reason of war, declared or undeclared, revolution, civil commotion, the act of a public enemy, blockade or embargo, act of God, any inability to obtain any requisite license, permit or authorization, or by reason of law, proclamation, regulation, ordinance, demand, or requirement of any government, late or defective deliveries from suppliers or by reason of any other cause whatsoever, whether similar or dissimilar to the enumerated, beyond the reasonable control of Scantago. All such causes entitle Scantago to a postponement of the performance of its duties. However, the Customer shall be entitled to terminate an affected order or delivery if and when the delay has exceeded 3 months.

## 10. SURVIVAL OF CERTAIN PROVISIONS

All obligations, liabilities and limitations that, by their nature, are intended to survive expiration or termination shall remain in effect beyond any expiration or termination.

## 11. DISPUTES

Unless the parties agree otherwise, any dispute arising out of or in connection with these Terms shall be finally settled by the Danish courts in accordance with Danish law (except its choice of law rules).

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