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**GENERAL CONDITIONS of products and services from**  
**SCANUNIT**

Scanunit AB, registration no. 556318-1824, is a company incorporated under the laws of Sweden with its office located in Helsingborg at Västra Tallgatan 32 252 29 HELSINGBORG.

### **I. Applicability**

1. All Agreements (oral or in writing) of consultation and calculation, reparations, inspection and classification, service and classification of deck cranes, inspection and certification of lifting equipment, rigging, water blasting, cleaning of vessels (hereinafter called the "services") and all Agreements (oral or in writing) of sale and delivery of goods (hereinafter called the "products") made by Scanunit AB (hereinafter called "Scanunit") shall - if not otherwise agreed in writing - be governed exclusively by the terms and conditions set out below (hereinafter called the "Contract Terms").
2. The Contract Terms shall be deemed to have been entered into as an Agreement between Scanunit and the Purchaser either
  - a. at the date when the Purchaser has returned a signed copy of Scanunit's acceptance of order or,
  - b. automatically five (5) days after the Purchaser has received an acceptance of an order in writing without giving any response thereto in writing to Scanunit.

### **II. Services**

#### Scope and assignment

3. Prior to the commencement of the assignment in other respects Scanunit shall, in consultation with the Purchaser,
  - a. define as far as possible the assignment as to scope and level of quality,
  - b. suggest the form and level of detailing for the presentation of the assignment.
4. The Purchaser is entitled to modify the assignment. The Purchaser may not however make a substantial modification without Scanunit's prior, written, consent, which shall not be unreasonably withheld.
5. In the event of a modification of the assignment, compensation to Scanunit shall either be increased or decreased in proportion to the modification.
6. If, in consultation over the assignment, the parties cannot agree, either party has the right to break off the assignment with immediate effect without any other liability for the Purchaser than reasonable remuneration of Scanunit for the work carried out.
7. The Purchaser has the right to cancel such parts of the assignment that have not been performed.
8. If the cancellation is due to a decision by an authority over which the Purchaser had no control, or if the prerequisites for the completion of the assignment have been changed to a substantial extent, beyond the Purchaser's control and if, in view of this, it is not reasonable to finish the assignment, Scanunit is entitled to payment for work carried out, expenses incurred and reasonable costs for winding up which are not otherwise compensated.
9. In case of cancellations for other reasons, Scanunit shall also have the right, with regard to the nature and scope of the assignment, to compensation for loss of reasonable profit on such part of the assignment which is not to be performed as a consequence of the cancellation.

#### Remuneration

10. Unless the parties in writing have agreed on a lump sum for the assignment, the assignment shall be carried out on a time basis (variable fee). In that case Scanunit's invoice shall specify the following items separately:
  - a. labour costs;

- b. time and costs for travel, board and lodging;
  - c. transport costs;
  - d. costs of spare parts;
  - e. costs of other material which has been used;
  - f. waiting time, overtime and additional costs caused by the Purchaser;
  - g. other costs, if any.
11. The charges for each item shall be in accordance with the norms and price lists currently applied by the Scanunit.
  12. Payment shall be made in accordance with the agreed plan for payment and on submission of an invoice. If no plan for payment exists, Scanunit is entitled to invoice the Purchaser once a month, stating an amount corresponding to the value of the work carried out.

#### Time for completion of the assignment

13. A time agreed for the completion shall be binding only to the extent that this has been expressly stipulated as such in writing.
14. The Purchaser shall immediately notify Scanunit if he cannot let Scanunit carry out the assignment at the agreed time. Any agreed time for the commencement or completion of the repair work shall then be extended accordingly.

#### Management, personnel and replacement of personnel

15. Scanunit shall use the personnel who Scanunit deems suited for performance of the Assignment. Scanunit may freely replace personnel.
16. Scanunit is responsible for management, planning of details and the performance of the assignment. The Purchaser is responsible for the correctness of materials supplied.

#### Testing and liability for defects

17. When Scanunit has completed the assignment, Scanunit shall notify the Purchaser thereof in writing.
18. Unless otherwise agreed Scanunit shall only be liable for the services according to the assignment for a period of six (6) months after the assignment was completed.
19. The Purchaser shall without undue delay notify Scanunit in writing of any defect, which appears in the assignment. If the Purchaser fails to give notice of a defect without undue delay he shall lose his rights in the respect of the defect.
20. If Scanunit has failed to correctly perform the assignment Scanunit shall, after receipt of a notice under Clause 19 or after he himself discovered the defect, without delay and at his own cost remedy the defect.
21. If Scanunit fails to fulfill his obligations under Clause 20 within a reasonable time, the Purchaser may, after having notified Scanunit thereof in writing, employ a third party to undertake necessary remedial work at the risk and expense of Scanunit, provided that the remedial work is performed at reasonable cost.
22. If defects in the assignment or parts provided by Scanunit may cause damage to property, the Purchaser shall take any immediate measures, which are necessary to prevent or mitigate such damage. Scanunit shall compensate the Purchaser for the necessary costs for such measures to the extent that the Scanunit would have been liable for damage.

### **III. Products**

#### Offers and prices

23. Unless previously withdrawn, Scanunit's offers are open for acceptance within the period stated therein or, when no period is so stated, within thirty (30) days only after its date.
24. All prices stated are the net prices and are exclusive of value added tax and any other imposition whatsoever, which if applicable shall be paid by the Purchaser in addition.

25. The prices reflect Scanunit's costs pertaining at the time of the offer. Scanunit may, without prior notice, adjust the prices to take account of any change in specification made at the Purchaser's request.

#### Delivery

26. If not otherwise provided for any agreed trade term shall be construed in accordance with INCOTERMS 2010 in force at the time of Scanunit's acceptance of the order. If no trade term is specifically agreed the goods will be delivered Ex Works, Scanunit's production site.
27. Scanunit shall make every reasonable effort to deliver the goods within the specified time. If Scanunit finds that it will be unable to deliver in the time agreed or if delay on its part seems likely, Scanunit shall as soon as possible notify the Purchaser thereof in writing, stating the reason for the delay and, if possible, the time when delivery can be expected.
28. If delay in delivery is caused by force majeure or by an act or omission on the part of the Purchaser, the time for delivery shall be extended accordingly. This shall apply regardless of whether the reason for the delay occurs before or after the agreed time for delivery.
29. If delivery is not made within four (4) weeks after the agreed time and the delay not is due to circumstances mentioned above, the Purchaser is entitled to damages from the date on which delivery should have taken place. However damages due to delay shall, in no event, exceed five (5) per cent of such part of the purchase price. The Purchaser shall forfeit his right to damages if he has not lodged a claim for such damages within two (2) months after the time when delivery should have taken place.
30. Damages under the Clause 29 is the exclusive remedy available to the Purchaser in case of delay on the part of Scanunit and Scanunit shall not be liable for any other loss or damage whatsoever caused directly or indirectly by any delay in delivery of the goods (including, but not limited to, loss of production, loss of profit or other consequential damage or indirect loss).
31. The Purchaser shall on demand pay Scanunit for, and/or indemnify Scanunit against all liabilities in relation to, any storage, handling, insurance or other service provided or used by Scanunit because the purchaser or its carrier fails to accept delivery of the goods and Scanunit shall have a lien over the goods in respect thereof.

#### Title to the goods

32. Goods delivered shall remain the property of Scanunit until receipt by Scanunit of payment in full (including all monies owed plus any default interest thereon).
33. Pending the passing of title to the goods, the Purchaser shall be bailee of the goods and shall not be entitled to pledge the goods or otherwise dispose of, charge or encumber the goods or any interest therein.
34. Notwithstanding that the title to the goods shall remain with Scanunit according to the provisions above, the risk of the goods shall pass to the Purchaser at the latest at the moment of delivery.

#### Drawings and intellectual property

35. Where the Purchaser specifies in writing goods of a particular design, performance or manufacture, Scanunit shall comply with such specification where Scanunit has accepted it in writing. However, Scanunit may vary the goods provided as long as the variations are not significant, or the variations have been agreed in negotiations with the Purchaser and confirmed in writing, and such variations shall not constitute a breach of contract or impose on Scanunit any liability whatsoever.
36. The weights, dimensions, capacities, prices, performance ratings and other data included in catalogues, prospectuses, circulars, advertisements, illustrated matter and price lists as expressed in Scanunit's general product information constitute an approximate guide. These data

shall not be binding save to the extent that they are by reference expressly included in the contract.

37. All drawings, models, computer programs and similar items prepared or furnished by Scanunit and the copyright therein shall remain the property of Scanunit and shall be returned by the Purchaser on demand. All know-how, samples, models, designs and drawings relating to the goods or their development shall remain Scanunit's property, shall be treated as confidential and shall not be copied, reproduced or disclosed to any third party without Scanunit's prior written consent.
38. No right or license is granted to the Purchaser under any patent, copyright, registered design or other intellectual property right.
39. If the goods are manufactured to the design or specification of the Purchaser, Scanunit shall not be liable for any infringement of any intellectual property rights caused by the goods or their use of sale by the Purchaser.

#### Guarantee and liability for defects

40. If, during the Warranty Period (defined below), any part manufactured by Scanunit (including replacement parts) is found upon inspection by Scanunit to have proved defective in material or workmanship under normal use and service, Scanunit will free of cost repair or if Scanunit so wishes replace such part provided Scanunit is informed of the defect as soon as possible after discovery thereof and should Scanunit so require the part is returned carriage paid. Any cost or expense incurred by any persons removing or refitting the part shall be borne by the Purchaser.
41. No part of the goods shall be considered defective due to failure to correspond with information regarding the goods' quality or use given by someone else than Scanunit - for example in a previous sales line - in connection with marketing of the goods or otherwise before Purchaser; irrespective of whether or not such information has influenced the purchase.
42. Scanunit will not be liable to repair or replace any part if any identification or serial number thereon has been altered, defaced or removed or if the defects on the part is due to normal wear or deterioration or if the part has not been properly maintained in accordance with Scanunit's recommended maintenance procedure and the use of Scanunit's approved parts, or has been subjected to any misuse either with regard to the reasonably anticipated or contractually specified operating conditions or conditions of storage, unauthorized repair, replacement, modification or alteration.
43. Where Scanunit recommends the use of particular materials or other accessories with Scanunit's equipment the warranty set out above shall not apply to any company part with which other materials and accessories have been used but no such recommendation shall make Scanunit in any way liable for any defect in such materials or accessories.
44. The Warranty Period applicable to any part manufactured by Scanunit shall be the period commencing from the date of its dispatch from Scanunit's factory and expiring twelve (12) months after its first use in service, except that no warranty or guarantee is given in respect of rapid wearing parts.
45. Scanunit will assume liability for repair work or replacement goods pursuant to the provisions above in this clause; however, the warranty period for such repair work and replacement goods shall expire at the latest of (i) the expiration of the Warranty Period for the replacement and repaired goods and (ii) three (3) months after the first use in service of the repair or the replacement goods.
46. Except as provided in this Clause Scanunit shall have no obligations or liabilities to the Purchaser in respect of the delivered goods or any part thereof. Consequently, Scanunit shall under no circumstances be liable to the Purchaser for loss of production, loss of profit or other consequential damage or indirect loss arising out of or in connection with any goods supplied.

#### Product liability and third party claims

47. Scanunit shall be liable for personal injury, only if it can be shown that the injury is caused by gross negligence by Scanunit or by someone for whom Scanunit is responsible.
48. Scanunit is not liable for damage on real estate or property, or for damage to products manufactured by the Purchaser, or to other products of which the Purchaser's products form a part. Further Scanunit shall in no circumstances be liable for loss of production, loss of profit or any other consequential damage or indirect loss, such as loss because goods or other property cannot be used as planned.
49. If and when product liability is imposed on Scanunit towards a third party, the Purchaser shall indemnify and hold Scanunit harmless to the same extent as Scanunit's liability has been limited above.

#### **IV. General**

##### Payment

50. Prices are due and payable to, and at such address or bank account as may be designated by Scanunit, without set off or counterclaim, in the currency stated in the invoice and in immediately available funds within one month from the date of invoice. Payment by cheque or other negotiable instrument is ineffective until it is honored and Scanunit's bank account is credited with the amount due. Unless otherwise expressly stated in writing, payments in respect of export order shall be made against documents, by cash or confirmed irrevocable letter of credit drawn on a clearing bank in Sweden.
51. On failing to make full and prompt payment, the Purchaser shall (without prejudice to any other rights of Scanunit) pay interest on the amount due to Scanunit at a rate which shall exceed Eurolibor by four (4) per cent per annum.
52. Any transporting, carriage, packing and other charges stated separately from the price are payable by the Purchaser at the same time as the price, and shall be treated, as part of the price.
53. Over and above the remuneration the Purchaser shall be responsible for the value added tax payable.

##### Termination

54. Without prejudice to any remedy it may have against the other for breach or non-performance of the Agreement including these General Conditions either party shall have the right to terminate the Agreement by giving the other party not less than thirty (30) days notice in writing
  - a. if the other party should commit or permit a breach or non-performance of essential importance to the other party and should fail to remedy such breach within ten (10) days after receipt of written notice; or
  - b. if there is reason to assume that the other party has become insolvent.
55. Notice of termination shall be given without undue delay after the circumstance constituting the breach was or should have been known to the aggrieved party.

##### Force Majeure

56. Scanunit is relieved from liability for a failure to perform an obligation under this contract if such failure is due to a circumstance of the type stated below (Relieving circumstance) and the circumstance prevents or makes substantially more difficult the timely performance of such obligation.
  - a. A Relieving circumstance shall be deemed to include inter alia acts or omissions of authorities, new or amended legislation, leaving of personnel, illness or other reduction of work capacity, death, conflicts on the labour mar-

ket, blockade, fire, flood, loss or destruction of data or property of major significance or a major accident.

- b. If Scanunit wishes to claim relief pursuant to the above provisions, then he shall without unreasonable delay inform the Purchaser thereof in order to be able to invoke such a claim.
- c. Notwithstanding the above, (with regard to relief from liability), Scanunit may under the stated circumstances rescind the agreement if performance of a certain obligation has been delayed by more than three (3) months.

##### Limitation of liability

57. In addition to that which is stated in the provision 56 (Force Majeure), Scanunit's liability is limited as follows:
  - a. Scanunit's total liability to pay damages is, in the absence of intent or gross negligence by Scanunit, limited to 25.000€.
  - b. Scanunit is not liable for indirect losses, such as lost profits, diminished production, costs of retaining another consultant, costs of equipment and similar costs or losses.
  - c. Scanunit is only liable for damages to the Purchaser's property caused through the negligence of Scanunit or his personnel; the amount of damages is limited to 25.000€.
58. Scanunit is not liable for damage, the value of which is less than 2.500€. If, however, the total value of several such damages exceed 2.500€, Scanunit is liable to pay damages for the excess amount.

##### Miscellaneous

59. The Purchaser shall not assign, mortgage, charge, sub-let or otherwise dispose of any Agreement or any rights there under in whole or in part without Scanunit's prior written consent.
60. If a party has strong reasons to believe that the other party will not fulfill a substantial part of his obligations, the party may suspend the performance of his own duties. In such case the other part shall be informed immediately in writing. If that party provides an acceptable surety for the fulfillment of his obligations, the other party shall no longer have the right to suspend his performance.

##### Disputes and applicable law

61. Disputes in connection with any Agreement under these General Conditions shall be decided by arbitration at the Stockholm Chamber of Commerce Arbitration Institute hereinafter referred to as the Institute.
62. The Institute's stipulations for summary proceedings will be in force if the Institute does not decide that due to the complications of the case, the value of the action in question and other circumstances, the stipulations for Stockholm's Chamber of Commerce Institute will instead be applied to the case. In the case of the latter, the Institute shall decide if the proceedings shall have one or three arbitrators.
63. Arbitration proceedings will take place in Copenhagen, Denmark.
64. The English language will be used at the arbitration proceedings, if the parties do not agree otherwise.
65. Unless otherwise expressly agreed in writing, all Agreements under these General Conditions (including these General Conditions) shall be governed by the law of Sweden.