

Standard terms and conditions for services rendered by DGC

For services (consultancy, deliveries, installation, etc.) of any kind rendered by Danish Gas Technology Centre (DGC) the following conditions shall apply:

Liabilities, general

DGC shall be liable according to the contract agreed upon and according to the general laws of the Kingdom of Denmark, unless otherwise agreed upon in writing. DGC shall not be liable, however, for indirect losses, such as loss of production and loss of profits, unless as a consequence of intentional acts.

The liability (product liability excluded) is always limited to a maximum of 100 % of the fee received by DGC for the respective assignment. The Client shall indemnify DGC for all losses, expenses and claims which may exceed the liability of DGC.

DGC shall - without limitation - re-perform its own services in connection with errors, deficiencies and negligence contained in the material delivered to the Client by DGC.

The Client shall be held responsible that the existing legislation concerning health and safety at work can be complied with by DGC when carrying out the assignment. In the event that DGC will have to stop, interrupt and/or postpone an assignment because this legislation cannot be complied with, the Client shall pay any additional expenses incurred by DGC in this connection.

Product liability

Any product liability on the part of DGC shall be limited to 5 million DKK per occurrence in the case of damage to property and to 5 million DKK per occurrence in the case of personal injury or death.

Payment

Payment shall be net cash. In case of payment later than 30 days from date of invoice, interests shall accrue according to the Act on Interests.

In case of assignments above 100,000 DKK (excl. VAT), DGC shall be entitled to demand payment in advance for the execution of the assignment at a rate of up to 30 % on signing of the contract and otherwise according to the invoicing and payment schedule accepted for the assignment.

Confidentiality

Any information that comes to the knowledge of DGC in connection with the contract shall be treated as confidential. DGC shall ensure that any sub-contractors involved in the contract shall assume the same duty of confidentiality as DGC.

Unless otherwise agreed, DGC is allowed to include the name of the client on the DGC client list, which is in the public domain.

Complaints/Warranty

Complaints about errors or defects in the services rendered by DGC shall be made as soon as possible and no later than one (1) month after finalization of the assignment (handing-over procedure). If the complaint has been made in time DGC shall take effective action to remedy any defect and/or error, free of charge. If services/deliveries from sub-contractors are included in the assignment, these sub-contractors' rules for complaints and warranties will apply to the services/deliveries carried out by the sub-contractor.

Breach of contract/termination of contract

The contract may be terminated by DGC, if the Client substantially fails to fulfil his obligation to contribute to the correct delivery of the services or fails to fulfil his payment. The nature of the services, the character of the breach, the risk of recurrence, the importance of the breach for DGC as well as other circumstances shall form part of the assessment of the substantiality of the breach or default. In case DGC may have to cancel the contract, the Client shall indemnify DGC for its losses.

The Client shall notify DGC at once about any suspension of payments, opening of proceedings on compulsory arrangement enforced by a majority of the creditors and rescheduling of debt, bankruptcy or estate of deceased persons administered by a trustee. DGC may require the Client or his estate to provide adequate security, unless there is payment in advance, or adequate security has been provided for future payments.

If the required security is not provided within the time limit set by DGC, DGC shall have the right to cancel the contract to take effect immediately.

Delivery hindrance and Force Majeure

In case DGC is unable to - wholly or partly - fulfil its obligations due to force majeure, the fulfilment of DGC's obligations according to the contract is suspended for the duration of and to the extent of the delivery obstacle. DGC must immediately notify the Client about any delivery obstacles, and about the details and expected duration of such force majeure. DGC shall seek to overcome the force majeure circumstances as soon as possible.

If a force majeure event results in a situation where DGC only by defraying rather excessive expenses is able to fulfil its obligations, this shall be comparable with a situation where DGC is unable to - wholly or partly - fulfil its obligations.

Force majeure is defined as circumstances occurring after entering into the contract and beyond the control of the party in question, provided that the party in question has exercised necessary great care; circumstances that could not reasonably be overcome.

Provided that the above requirements have been met, the following circumstances shall always be considered force majeure:

Extraordinary natural phenomena, antisocial acts, wars, fire and labour disputes (strikes, lockouts or other similar actions on the labour market).

Force majeure events affecting DGC's sub-contractors can be invoked as force majeure between DGC and the Client.

Disputes

Any dispute or disagreement arising between the parties in connection with this agreement, including its interpretation, validity and use, shall be settled according to Danish law.

The parties shall attempt to settle any dispute arising between the parties, that cannot be settled amicably within 14 days after the dispute has been established, by mediation through a mediator appointed by "Foreningen Mediatoradvokater" (The Association of Mediator Lawyers), c/o Advokatsamfundet, Kronprinsessegade 28, 1306 København K. Mediation shall take place according to the current standard agreement for mediation established at any time by "Foreningen Mediatoradvokater" and according to the rules of Code of Conduct for Lawyers.

If the dispute has not been settled by mediation within 30 days after appointment of a mediator, any of the parties shall be entitled to require the dispute settled finally and binding by The Danish Institute of Arbitration (Copenhagen Arbitration) in accordance with the Rules of Procedure of the Danish Institute of Arbitration. Each party shall appoint one arbitrator and the Institute shall appoint a third arbitrator who shall be the Chairman of the arbitration tribunal. If a party has not appointed an arbitrator within 30 days of having requested or received notice of the arbitration, such arbitrator shall be appointed by the Institute.

Hørsholm, 1 May 2006