

These terms and conditions (the "Conditions") sets forth the changes that shall apply to the conditions of Orgalime 2012 ("Orgalime").

In the event of any conflict between the Conditions and Orgalime, the Conditions shall prevail.

1: Clause 40 of Orgalime shall be deleted and replaced by the following:

***ALLOCATION OF LIABILITY FOR DAMAGE CAUSED BY THE PRODUCT***

*The Supplier will indemnify, defend and hold the Purchaser harmless against liability for (i) any damage to property caused by the Product after it has been delivered and whilst it is in the possession of the Purchaser, and (ii) any damage to products manufactured by the Purchaser or to products of which the Purchaser's products form a part, in all cases up to an aggregate amount of DKK 2,000,000 (two million Danish kroner) for all occurrences [claims made] within each calendar year. However, the Supplier shall never be liable to the Purchaser under any theory of recovery, including for liability arising by way of indemnity, in contract or in tort (including negligence) or otherwise, for indirect or consequential damages of any kind (including but not limited to loss of production, loss of profit, loss of use, loss of contracts, loss of time or loss of turnover), and even if the Supplier has been advised of the possibility of such damages.*

*To the extent that the Supplier incurs liability towards any third party for damage to property outside the indemnity set forth in the preceding paragraph, the Purchaser shall indemnify, defend and hold the Supplier harmless.*

*If a claim for damage as described in this Clause is lodged by a third party against one of the parties, the latter party shall forthwith inform the other party thereof In Writing.*

*The Supplier and the Purchaser shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal examining claims for damages lodged against one of them on the basis of damage allegedly caused by the product. The liability between the Supplier and the Purchaser shall however be settled in accordance with Clause 46.*

*The limitation of the Supplier's liability in the first paragraph of this Clause shall not apply where the Supplier has been guilty of Gross Negligence.*

2: Unless explicitly stated in these Conditions, all other terms and provisions of Orgalime are not being modified or amended.

3: Words and expressions defined applied in Orgalime shall have the same meaning when used in these Conditions.