

1: General.

General Sales and Delivery Terms of Superiour Sourcing a / s hereinafter referred to as Sup.S. Applies to any delivery and execution of temporary manpower service provided by Sup.S.

2. Services

2.1 Sup.S. S is a Temporary manpower service provider Sup.S. In the situation, being a provider of such temporary manpower where Sup.S does not manage and/or instruction of executed work. The customer has the full management and instructional authority against the temporary manpower delivered by Sup.S. The temporary manpower shall and must perform the work assigned by the customer and follow all the instructions of the customer.

2.2 The customer shall provide and arrange that all necessary material, tools, safety equipment, etc.is available to the temporary manpower, as well as the customer, arranges that all necessary facilities are made available to the crew, including canteen bath and toilet facilities.

3. Price, payment and timesheets, etc.

3.1 Sup.S. Invoicing the services provided against weekly timesheets "The number of hours the temporary manpower is present at the worksite designated by the customer" hereunder also idle hours, however Excl. agreed breaks.

3.2 The current pricelist is always the basis for the invoicing. Price list is delivered to the customer upon request.

3.3 Sup.S. Temporary manpower hand over weekly timesheets to the customer or customer representative for approval, it is the customer or customer representative's obligation to acknowledge, approve and forward the approved time sheet to Sup.S. not later than Monday the following week, *"in the weeks where Monday is a national holyday timesheets shall be forwarded to Sup.S the first working day"*.

3.4 The customer is obliged to acknowledge receipt of timesheets regardless of whether the Customer may object to the contents of the timesheets.

3.5 If the customer has objections to the Temporary manpower's working hours listed in the timesheet received, the customer must, insert a note on the relevant time sheet, prior to forwarding the timesheets to Sup.S. Costumer must no later than 5 days, after receipt of the relevant time sheet, in writing submit the reason for the particular objection to Sup.S. In the event no note is inserted at the time sheet, or reason for objection is not received by Sup.S. Within the above 5 day deadline, the timesheets are deemed to be accepted and approved by the Customer and the Customer has lost the right to lodge objections later.

3.6 Sup.S invoice the customer in accordance with the timesheets, which are approved by the customer, cf. § 3.4. In the event of the customer's failure to forward approved weekly timesheets, invoicing will be done in accordance with the timesheet Sup.S. have received from the temporary manpower.

3.7 Payment terms are, unless otherwise agreed, 7 days net from invoice date. If payment of an invoice is not received, by Sup.S at the due date, interest will be charged at 1.8% per. commenced month.

4. Responsibility, lacks delays

4.1 Sup. S is the responsibility to ensure the temporary manpower have the relevant and desired qualifications, certificates, etc., specified by the customer.

4.2 The customer has the full instructional authority against the temporary manpower and is obliged to carry out continuous checks and quality control on the work performed by the temporary manpower. Errors and deficiencies in the work due to the customer's lack of control or faulty instruction are Sup.S. Irrelevant and cannot cause justification for price rejection or claim for compensation. At each job completion of the work, the customer must either by own or Sup.S. request execute relevant and required quality control of the completed work.

4.3 In the event that the Customer proves that the work executed by temporary manpower delivered by Sup.S. deviates from the usual good workmanship quality, or the temporary manpower holds unwarranted breaks or otherwise will or cannot collaborate with other employees at the site, it is Sup.s responsibility to replace the temporary manpower at no additional cost to the customer. Objections to the temporary manpower must be submitted in writing to Sup.S. where after Sup.S immediately shall discuss the objection with the customer, in order to ensure the best solution to for customer. If the customer does not immediately object to a temporary manpower`s behavior or work, at the time his behavior and / or work could be detected, the customer still have the right to demand replacement of the temporary manpower later. Such objection however do not entitle the customer to a reduction in payment of the services delivered prior to the objection is received by Sup.S..

4.4 Sup.S undertake to provide the required Temporary manpower to be available for the period specially agreed between Sup.S and the customer. Sup.S. is not responsible for delays of the work due to customer management and instruction and or other circumstances at the customer's worksite. Equally Sup.S. cannot be held liable for delays due to illness or other absence from the Temporary manpower, the customer has requested through Sup.S ..

4.5 Sup.S. under no circumstances can be held liable for operating, time, profits or other indirect losses incurred by the Customer or Customer`s, "Customer and Affiliates", whether due to defects in the temporary manpower`s work, cf. Para. 4.3 or Delay is caused by the works temporary manpower delivered by Sup.S. is responsible for, cf. Para. 4.4. Reduced Payment to Sup.S for Delivered temporary manpower service will only be granted to the extent that these Terms and Conditions permit this.

4.6 Sup.S. disclaims in its mutual relationship with the Customer any product liability or business damage, which is justified by Sup.S. deliveries. In situations where compensation for industrial damage against Sup.S. is claimed. By third party and such claim may be caused by temporary manpower delivered by Sup.S. and the delivered temporary manpower`s execution of service or work, Sup.S. and the customer is obliged to hold each other harmless for any such claim.

5. Security insurance, etc.

5.1 The Customer shall and will be responsible for providing necessary, usual, and suitable safety equipment required be the temporary manpower for executing the work. The customer is further fully responsible for the temporary manpower`s training to become aware of and complying with all general safety regulations at the customer's workplace as well as any special safety regulations of the site.

5.2 If the temporary manpower and Sup.S. As the manpower`s employer is fined because of the customer's inadequate or erroneous management and / or instructions that violate applicable environmental and / or safety regulations, Sup.S is entitled to full compensation from the customer for any such fine.

5.3 Sup.S. undertakes always to hold and maintain business and product liability insurance as well as non-life insurance for damage caused to Vehicles, and other driving equipment that is to be insured by the customer or potential leasing company.

5.4 The Costumer must always ensure insurance coverage of Sup.S. temporary manpower in accordance with applicable legislation. Whenever temporary manpower is under the customer's management and instructions the temporary manpower shall be insured under the customers" Employers Personnel Insurance" under the same terms and conditions as the customer's own employees.

Both parties upon request may require documentation of necessary insurance coverage.

6. Law and jurisdiction.

6.1 In the event of a dispute between the parties and such dispute cannot be settled between the parties, the Court in Esbjerg shall settle such disputes. In accordance with applicable Danish legislation.

7. Limitation of Liability

7.1 A claim for compensation against Sup.S. can under no circumstances exceed 100% of the value of the agreement or contract under which a Temporary manpower delivered has rendered services to the customer.

7.2 The following circumstances shall be considered valid claim for force majeure and result in discharge of Sup.S. liabilities under the contract if such circumstances prevent Sup.S. in fulfilling the terms of the agreement.

1: Labor dispute and any other circumstance that are out of reach of the parties control, such as fire, war, mobilization or unforeseen military calls

2: Rebellion, disturbances.

7.3 It is the responsibility of Sup.S. without notice, to notify the customer in writing in the occurrence of circumstances as mentioned in section. 7.2

8. Compensation to Sup.S. as a result of the customer's employment of Sub S. personnel

8.1 Where the customer employ a person the customer previously have hired through Sup.S. before 90 days after completion of a contract without prior agreement between the customer and Sup.S. then Sup.S. is entitled to a compensation of DKK 49,000 D. kr.

These General Terms and Conditions apply to the extent that they are not expressly waived by any other written agreement.