General terms and conditions no. 26-2010

| This is a translation of the original Danish insurance terms and conditions. In case of any discrepancies, the wording of the original shall prevail. | The insurance is subject to the provisions of the Danish Insurance Contracts Act no. 129 of 15 April 1930 as subsequently amended, insofar as these provisions have not been derogated from in the general and special terms and conditions. The headings do not form part of the insurance terms and conditions. |
1. **Insured, premises insured and geographical area covered**
   1.1 **The Insured**
   The Insured means:
   - The Policyholder as specified in the policy
   - Any additional Insured as specified in the policy
   - Any previous, present or future co-owner, officer, board member or employee performing work for the Insured.

   1.2 **Premises insured**
   Premises insured mean the addresses specified in the policy.

   1.3 **Geographical area covered**
   The insurance provides cover in the geographical area specified in the policy.

2. **Scope of cover**
   2.1 **Civil liability**
   The insurance covers the Insured's civil liability for damage and loss, including bodily injury and property damage, which the Insured has a legal obligation to pay and which is caused by any environmental impairment event occurred at, under or stemming from the premises insured.

   2.2 **Liability pertaining to public law**
   The insurance covers the Insured's liability imposed under public law for damage and loss in connection with enforcement notices requiring implementation of preventive measures and/or enforcement notices regarding surveys and/or enforcement notices regarding clean-up and/or enforcement notices regarding remedying arising from environmental impairment events occurring at, under or stemming from the premises insured as well as from the Insured's motor vehicles.

   2.3 **Other costs**
   The insurance covers reasonable and necessary costs of preventive measures, costs of recovery as a result of damage covered by the insurance as well as legal costs.

3. **Exclusions**
   The insurance does not cover any liability under civil or public law for damage or loss which is a result of an environmental impairment event directly or indirectly, wholly or partly caused by the following:

   3.1 **An insured party against another insured party**
   Claims made by one insured party against another insured party covered under the same policy.

   3.2 **Bodily injury sustained by the Policyholder's employees**
   Bodily injury sustained by persons while they are or were in the service of the Policyholder.

   3.3 **Known environmental impairment**
   Environmental impairment events which were known or ought to be known at the time of the inception of this policy.

   Furthermore, the insurance does not cover any liability for damage or loss occurring or originating from any environmental impairment event which was known or ought to be known by the Insured at the time of the inception of the insurance. However, this exclusion for consequential damage or loss does not apply if the respective environmental impairment event is noted in the policy.

   3.4 **Known underground tanks**
   Claims or enforcement notices arising from known buried tanks as well as attached pipes and cables. Buried tank(s) mean(s) tank(s) or plant(s) which is/are totally or partly covered because it/they has/have been buried. However, the exclusion does not apply to tanks which the Insured does not know of when the insurance enters into force, as well as known tanks approved by Tryg and noted in the policy. Cover is conditional upon effective legislation applicable to underground tanks being complied with at all times.

   3.5 **Claims or enforcement notices due to voluntary surveys**
   Claims or costs caused by enforcement notices which arise as a result of the Insured wholly or partly and on his/her own initiative carrying through surveys at the premises insured. However, this exclusion does not apply to claims or enforcement notices caused by the following:

   - Claims, orders, enforcement notices or other written instruction regarding surveys issued by public authorities or
   - surveys which are caused by compliance with environmental terms and environmental conditions in an approval and/or permission or
   - surveys which are part of the general continuation of the operation of the premises insured.

   3.6 **Contractual liability**
   Claims or costs arising from consequences of a contractual or other expressed promise from the Insured concerning another indemnity or extended liability which extends beyond what is provided for by the general law of torts. However, this exclusion does not apply insofar as the contract has been approved by Tryg and this has been noted in the policy.

   3.7 **Borrowed or rented contents**
   Physical damage to and destruction of contents belonging to a third party which the Insured has borrowed, rented, is storing, using, transporting or for some reason has in his/her custody or possession. Furthermore, this exclusion applies to the derived decrease in utilisation and value.
4 Definitions

Words written in bold letters have a special meaning attached to them, and therefore, they are subject to the below definitions:

4.1 Employee
Employee means any person who works or has worked for the Insured and whose work is or has been subject to the management or instruction of the Insured. Employee does not include any independently working third parties, directors, partners and members of the board as well as any casual and unpaid labour in the company.

4.2 Environmental impairment event
Environmental impairment event is defined as any event related to a company involving spill, discharge, passage, spreading, leak of any solid, liquid or gaseous or thermal impact of polluting substances, including but not limited to smoke, soot, fumes, gases, acids, chemicals, base, noxious substances, noxious materials, waste products, medicines, pathological waste, impairing the air, water (including the groundwater) as well as soil, provided that these do not exist naturally in the environment to the extent which has been ascertained and provided that the event has a harmful effect on the health of human beings and animals and on the environment as such.

4.3 Preventive measures
Preventive measures mean reasonable and necessary measures which are taken where an event, act or omission has resulted in an imminent threat of environmental impairment, including environmental damage, for the purpose of preventing or minimizing the respective environmental impairment event.

Preventive measures do not include replacement, repair, mending, improvements, alteration of production or additions to any equipment or facilities if an error, defect or any ineffective act may give or gives rise to any environmental impairment event. This provision applies irrespective of whether an enforcement notice has been issued or not.

4.8 Financial loss
Loss resulting from depreciation or restrictions in the disposal of real property or contents, including the Insured's business interruption loss. However, cover is provided for a third party's financial loss insofar as such loss is a consequence of insured bodily injury and/or property damage sustained by the person who has suffered the financial loss.

3.9 Fines and duties
Fines and duties, fees and taxes as well as penalties, including punitive damages, irrespective of whether they are payable to public authorities or private individuals. For these purposes, remedial measures are not regarded as fines.

3.10 Intent and gross negligence
Environmental impairment events caused by the insured parties’ acts or omissions, including violation of public legal rules, orders and enforcement notices concerning the environmental protection due to intent or gross negligence as well as consequences of environmental impairment events which are caused by the insured parties intentionally or grossly negligently having omitted to limit these.

3.11 Maintenance and inspection
Environmental impairment events caused by the Insured's intentional or grossly negligent lack of maintenance or inspection of installations, including but not limited to replacement, repair, mending, supervision, improvements or upgrading of equipment, buildings or facilities.

3.12 Disposal of the premises insured
Environmental impairment events which have occurred and are ascertained after the premises insured are no longer at the Policyholder's or Insured's disposal as a result of sale, leasing, letting, giving away, relinquishing, release or the like.

3.13 Product liability
Environmental impairment events caused by the Insured's products or services after they have been brought into circulation or rendered.

3.14 Aircraft and watercraft
Claims or enforcement notices caused by the Insured's use of watercraft, including vessels for oil extraction and the like, or aircraft.

3.15 War and terrorism
Environmental impairment events which occur as a direct or indirect consequence of war, war-like operations, infringement of neutrality, provisions for protection against such, civil war, insurrection or civil disturbances, strike, lockout, acts of terrorism or similar serious disturbances of public order.

3.16 Radioactivity
Environmental impairment events which are directly or indirectly connected with nuclear reactions, e.g. nuclear fission, nuclear fusion and radioactive decay irrespective of whether such damage occurs in times of war or peace. However, cover is provided for damage which has been caused directly or indirectly by or which has occurred in connection with nuclear reactions used for general industrial, medical or scientific purposes, insofar as the use thereof has been in accordance with rules and regulations, and has not been connected with reactor and accelerator operations.

3.17 Asbestos and leaded paint
Claims and enforcement notices caused by:
• asbestos of any kind, including but not limited to products containing asbestos, asbestos fibres, asbestos dust as well as asbestos in fixtures, buildings or other fixed structures,
• leaded paint.

This exclusion does not apply to claims relating to clean-up of soil or groundwater as well as surface water.

3.18 Microbiological organisms
Environmental impairment events caused by microbiological organisms, i.e. fungi and bacteria which are reproduced via cultivation of spores and division of cells, including mould and virus, irrespective of whether the microbiological substance is alive or not.
4.5 **Clean-up**
An enforcement notice requiring **clean-up** means clean-up, removal, treatment and limitation of any environmental impairment event and the belonging monitoring, where these costs are or could be imposed on the Insured in pursuance of the effective environmental legislation. Costs of clean-up also include clean-up measures which have already been taken by the public authorities or a third party in the event that the Insured might be liable in damages for the costs paid.

4.6 **Remedying**
An enforcement notice requiring **remedial measures** taken in relation to environmental damage to the water environment or protected species and internationally protected natural areas means any type of action, including mitigating or interim measures taken to restore, rehabilitate or replace damaged natural resources or impaired services or to provide equivalent alternatives to those resources or services.

Remedying damage to the water environment or protected species and habitats is achieved through the restoration of the environment to its baseline condition by way of primary, complementary or compensatory remediation in pursuance of national legislation implementing the Directive 2004/35/CE of the European Parliament and of the Council, Appendix II.

Subject to this Directive, remedial measures in relation to environmental damage to soil mean removal of detected environmental impairment and restoration to the baseline condition, or corresponding remedial measures in pursuance of national legislation implementing the Directive 2004/35/CE of the European Parliament and of the Council, Appendix II.

4.7 **Recovery**
Recovery means reasonable and necessary costs paid subject to Tryg's prior written approval in connection with repair and replacement of contents or real property in order to restore it to its baseline condition as prior to the damage which occurred as a result of the clean-up. Such **costs of recovery** cannot exceed the value of the recovered prior to the need for recovery and they do not include costs of improvements or increases in value.

In case of damage to buildings or parts of buildings, the indemnity may not be based on more expense building materials and accessories than the ones which have been damaged, or based on building materials, accessories and building methods which were not customary when the damage occurred.

Where it is impossible to replace the items which have been damaged, the indemnity shall be based on the price of similar items in the same condition and customarily used at the time when the damage occurred.

No cover is provided for purely cosmetic differences as well as any colour differences between replaced items and the original ones.

Where the value of the damaged items due to wear and tear or other circumstances before the occurrence of the environmental impairment event was reduced by more than 30% of the replacement value, the indemnity may be reduced in line with the decrease in value.

In case of damage to gardens in connection with clean-up, cover shall only be provided for the costs of new plants which are not older than 4 years; i.e. flowers/plants/bushes/trees, etc. This cover is only provided by Tryg if the damage is repaired. The total indemnity cannot exceed 5% of the maximum policy limit per insurance year.

4.8 **Environmental damage**
Environmental damage means physical damage to or destruction of water, soil and protected species or habitats (biodiversity damage) for which the Insured is legally liable in pursuance of national legislation implementing the Directive 2004/35/CE of the European Parliament and of the Council on environmental liability with regard to the prevention and remediying of environmental damage.

4.9 **Motor vehicles**
Means any mobile plant irrespective of whether it is automotive or not, including but not limited to on land motor vehicles, trailers, mobile equipment as well as off-road vehicles.

5 **Policy limits**

5.1 **Policy limits under the policy**
The maximum policy limit per insurance year appears from the policy, and it constitutes the maximum limit of Tryg's liability.

The policy limit which appears from the policy in relation to each of the coverages agreed upon constitutes the maximum limit of Tryg's liability per insurance year for the respective cover.

The Insured shall not be entitled to add the policy limits together where several coverages are used in connection with one and the same environmental impairment event. In this case, Tryg's liability shall be limited to the highest policy limit for the respective cover.

5.2 **Legal costs and interest**
Legal costs and interest are covered within the total annual policy limit. Legal costs shall be approved by Tryg in writing or they shall be imposed on the Insured based on a court decision.
6 Deductibles
6.1 Deductibles
The deductible appears from the policy and constitutes the amount which shall be covered by the Insured. The deductible may not be covered by insurance unless prior written acceptance thereof has been given by Tryg.

Where different deductibles apply to the respective claim covered under the insurance, the claim shall be subject to the highest deductible.

7 Indemnity period
7.1 Indemnity period
The indemnity period appears from the policy.

The insurance covers valid enforcement notices issued by public authorities and claims for damages made against the insured parties during the period of cover in accordance with the claims made principle of cover.

7.1.1 Enforcement notices by public authorities
An enforcement notice issued by the public authorities is considered communicated at the time when the Insured is approached for the first time in the form of a verbal or written advance notification or a similar notification by the public authorities giving rise to a subsequent enforcement notice requiring preventive measures, and/or surveys and/or clean-up and/or remedying.

7.1.2 Claims for damages
A claim for damages shall be considered made at the earlier of the following points in time:

a) the time when the Insured receives the first written notice concerning a claim for damages in connection with damage or loss.

b) the time when the Policyholder or the person in charge of the business operation on behalf of the Policyholder first acquires knowledge of:
   - the occurrence of damage or loss or
   - the imminent threat of an occurrence of damage or loss which may be caused by the Insured’s acts or omissions.

7.2 Retroactive date
The insurance does not cover any claims or enforcement notices resulting from environmental impairment events which have occurred or begun prior to the retroactive date specified in the policy.

8 Extended reporting period
8.1 Automatic extended reporting period
In the event that the policy terminates because the insurance is not renewed or it is cancelled and provided that the termination is not due to non-payment of premium, the Insured shall automatically be entitled to an extended reporting period of 6 calendar months calculated from the day the insurance terminates.

The following applies to the automatic extended reporting period:

- The automatic extended reporting period shall apply to claims made or enforcement notices communicated to the Insured during the period of cover, pursuant to Section 7, and reported to Tryg in writing during the automatic extended reporting period insofar as the claim or the enforcement notice is subject to cover under this insurance.

The right to the automatic extended reporting period shall lapse where the Insured selected the extra extended reporting period.

8.2 Selected extra extended reporting period
In the event that the policy terminates because the insurance is not renewed or it is cancelled and provided that the termination is not due to non-payment of premium, and no other insurance has been taken out covering the same risk, the Insured shall be entitled to buy an extra extended reporting period of up to 42 consecutive calendar months calculated from the day the insurance terminates. The premium for this extra extended reporting period can maximum constitute 150% of the total premium.

The Insured shall no later than 30 days after the termination of the insurance inform Tryg in writing about the selected cover, and within the same period the Insured shall have paid for this extra extended reporting period.

The following applies to the extra extended reporting period:

- The extra extended reporting period shall apply to claims made or enforcement notices communicated to the Insured and reported to Tryg in writing during the extra extended reporting period insofar as the claim or enforcement notice concerns environmental impairment events made or occurred during the period of cover in pursuance of Section 7, and insofar as the claim or enforcement notice would otherwise be covered under this policy.

- any claim reported to Tryg during the extra extended reporting period is considered as having been reported on the last day of the period of cover. Consequently, the extra extended reporting period will not result in an increase in or reinstatement of the total policy limit under this policy as well as an extension of the period of cover specified in the policy.
Notification of claims and claims handling

9.1 Notification of claim
Any environmental event which gives rise to or which may give rise to a claim for damages, including assumptions of claims under this policy, shall immediately be reported in writing to Tryg by the Insured. The written notification shall include all necessary information which is relevant for the handling of the case. In case of oral notification of a claim, the Insured shall accept to submit a written report containing the information requested by Tryg within the time span agreed with Tryg’s Claims Department.

The Insured shall immediately forward Tryg’s Claims Department any claim, notification of or issue of enforcement notices directed to the Insured. The forwarding shall be made in good time to exercise the Insured’s right to consultative procedures and right to complain, etc. Where the right to complain in connection with the notification of an enforcement notice is forfeited and this is due to circumstances caused by the Insured, the insurance cover shall lapse if the Insured cannot substantiate that the enforcement order could not have been changed or limited had the enforcement order been brought before the complaints board or the courts of law.

9.2 Claims handling
Tryg handles all claims irrespective of size, including claims below the deductible. Costs of external consultancy services shall be paid by the Insured in the events where the claim, including the legal costs (excluding VAT), is below the deductible.

To the extent Tryg wishes to do so, Tryg shall – in the name of the Insured - be entitled to take over the entire management and control of any claims handling, including being in charge of any communication connected to public authorities, insurance companies, claimants, tortfeasors, other third parties, handling of appeals cases, submitting hearing statements in relation to consultative procedures, making a decision on representation, including appointing a counsel for the Insured and any other legal claims handling as such.

Tryg shall – as the representative for the Insured and in the name of the Insured - be entitled to make all decisions on the handling of the case, including negotiating with the public authorities concerning the scope of the enforcement notice, make decisions on appeal against decisions, including enforcement notices on surveys and/or preventive measures and/or clean-up and/or remedial measures, bring decisions, including enforcement notices and claims before the courts of law, make decisions on appeal as well as make a settlement.

The Insured shall assist Tryg to the extent that it is necessary, including forwarding correspondence, providing powers of attorney, appearing before a court, etc. as well as signing documents.

Tryg is entitled to - however, is not obliged to - initiate own or supplementary surveys on the type and scope of damage, clean-up or other measures. Supplementary surveys in addition to the one(s) prescribed by an enforcement notice, will, however, only be initiated where it is deemed necessary and reasonable. Costs paid in connection with such measures are defrayed within the sum insured.

The Insured shall assist Tryg to the extent that it is necessary, including by giving Tryg or a third party appointed by Tryg physical access to the place of loss for the purpose of making surveys, including inspections, sampling, control, etc.

No costs or expenses shall be paid without Tryg’s prior written acceptance. However, this does not apply to reasonable and necessary preventive measures made by the Insured. The Insured shall notify Tryg as soon as possible after the implementation thereof.

Acceptance of liability in damages and of claims for damages can only take place subject to written approval from Tryg. The Insured cannot by way of acts or omissions bind Tryg under this policy.

If Tryg recommends that the Insured makes a settlement in relation to a claim:
• for payment of an amount which is below the deductible of the Insured and the Insured does not accept such settlement, Tryg shall not be obliged to pay any amount irrespective of whether the claim before the settlement exceeded the deductible.
• for a total amount which exceeds the deductible and the Insured does not accept the settlement, Tryg’s obligation to pay (including legal expenses) shall be limited to the recommended settlement to the extent that it exceeds the deductible.

10 Guarantee

10.1 Guarantee
Where the public authorities require a guarantee in connection with environmental damage, Tryg shall provide such guarantee insofar as cover thereof is provided under the insurance.

or preventive measures and/or clean-up and/or remedial measures, bring decisions, including enforcement notices and claims before the courts of law, make decisions on appeal as well as make a settlement.
11 Series of claims

11.1 Series of claims
Claims or enforcement notices stemming from the same or related environmental impairment events are considered one insurance event. A claim in a claims series is considered made at the time when the first claim in the series is made against the Insured, or when the first enforcement notice is given to the Insured in pursuance of subs. 7.1.

11.2 Environmental impairment events caused before the inception of the insurance
Where merely one claim in the series relates to an enforcement notice or liability for damage resulting from an environmental impairment event made or caused prior to the retroactive date of the policy, no part of the series of claims will be covered under this policy. This applies notwithstanding that the environmental impairment event at the time of the release, spreading or depositing was not considered environmental impairment; however, which subsequently was considered an environmental impairment event because the claim or the enforcement notice stems from the same or related environmental impairment event(s) occurring prior to the inception of this policy.

12 Conditions in relation to other insurances

12.1 Other insurance
This insurance does not cover any damage or loss where other insurance covering the same risk has been taken out.

13 Subrogation

13.1 Subrogation
Where Tryg has paid indemnity, Tryg will be subrogated to the Insured's rights against any third party. The Insured shall in every respect assist Tryg in securing and carrying through such claims for subrogation.

14 Conclusion of the insurance agreement, notification of adjustments and inspection

14.1 Conclusion of the insurance agreement and notification of adjustments
The proposal form, which has been completed and signed by the Insured as well as any supplementary information, approvals, permissions, appendices, etc. submitted in connection with the conclusion of the insurance agreement or at a later date, constitute a part of the policy. Where information on circumstances described in the proposal form or in the supplementary information changes in such a way that the insured risk is increased thereby, Tryg shall be informed thereof immediately. Tryg will then decide whether and on what terms and conditions the insurance can continue.

14.2 Inspection
Tryg is entitled to inspect the premises insured stipulated in the policy as well as buildings and installations located at the premises insured. However, Tryg is not under an obligation to do so. This right on the part of Tryg and the results connected to the findings of Tryg, do not exempt the Insured from liability and thus cannot be regarded as a guarantee certifying that the Insured's buildings and operation are safe and proper and comply with the provisions of effective environmental legislation.

15 Payment of premium and premium adjustment

15.1 Payment of premium
The first premium is due and payable at the inception of the insurance, and subsequent premiums are due and payable at the dates stipulated.

15.2 Notice requiring premium payment
A notice requiring payment will be sent to the address of payment stated for that purpose by the Policyholder.

15.3 Reminder of premium payment
If the premium is not paid after the first notice requiring payment, Tryg will send a written reminder of premium payment to the Policyholder at the payment address. Such reminder will contain information on the legal consequences of failure to effect payment of the premium within the period of grace stated in the reminder.

15.4 Termination of Tryg's duty to provide cover
Such reminder will be sent 21 days, at the earliest, after the first demand for payment. Where payment is not effected within 21 days after the reminder, Tryg's duty to provide cover under the insurance shall lapse, and consequently the insurance shall be considered terminated.

15.5 Service charges
Where Tryg has sent such reminder, Tryg shall be entitled to collect service charges.

15.6 Premium adjustment
The premium is indexed annually in line with the wage index for the private sector.
16 Cancellation

16.1 Cancellation
The policy may be cancelled by either party giving one month's written notice to the anniversary date. Where the insurance is not cancelled, it will be renewed automatically for one year at the time.

Furthermore, the insurance may be cancelled by Tryg at all times; however, only subject to the following reasons:

1. The Insured has, with intent or gross negligence, provided incorrect information which affects the assessment of the risk covered under this policy.

2. The Insured does not comply with the terms and conditions of the policy, contractual obligations, any obligation under this policy or the environmental legislation effective at all times.

17 Governing law and venue

17.1 Governing law and venue
Any disputes arising out of or in connection with this insurance contract shall be settled according to Danish law and by Danish courts of law.