

SALES AND DELIVERY CONDITIONS

1. Validity

The sales and delivery conditions shall apply to all offers, sales and suppliers in the absence on any written agreement to the contrary.

2. Offer

All offers shall be made subject to the goods being unsold, cf. point 3. Where the Seller makes an offer which does not specify a time-limit for acceptance, the offer shall lapse in the event of acceptance not having reached the Seller at least 8 days from the date of the offer.

3. Goods being unsold

Until the Purchaser's acceptance has reached the Seller, the Seller shall be entitled to enter into an agreement with a third party concerning the goods offered with the effect that the offer made to the Purchaser shall lapse. The Seller shall after acceptance has been received by the Seller without undue delays inform the Purchaser in writing that the offer has lapsed.

4. Price and additional payment for covering

- 4.1 All prices shall be in EUR excluding VAT in the absence of any Agreement to the contrary. The Purchaser shall be obliged until delivery to accept changes in exchange rates, customs duties, taxes, dues, etc. relating to the supply for which an agreement has been reached.
1. The prices shall apply to standard lengths stocked. For all other lengths a surcharge will be charged.
 2. In the absence of any Agreement to the contrary the price is agreed EXW Taastrup, Denmark, and in addition hereto comes custom duties, taxes, dues, etc.
 3. For orders up to EUR 300 an invoicing fee of EUR 30 is charged.

5. Payment

- 5.1 Payment shall be effected at the latest on the day stated in the invoice as the last date for punctual payment. Where such a date is not stated, payment shall be effected in cash on delivery.
- 5.2 In the event of delivery being postponed on account of circumstances for which the Purchaser is responsible (claimant's default) the Purchaser shall – in the absence of any written notification from the Seller to the Purchaser to the contrary – still be obliged to effect any payment to the Seller as if delivery had taken place at the agreed date.
- 5.3 In the event of payment not having been effected on the due date, the Seller shall be entitled to calculate interest of the current outstanding debt at any time from the due date.
- 5.4 Interest rate shall accrue with 2 % per commenced month until payment has taken place.
- 5.5 The Purchaser shall not be entitled to set of any counterclaim against the Seller which has not been accepted in writing by the Seller and shall not be entitled to keep back any part of purchase sum as a result of counterclaim of any kind.
- 5.6 If the payment terms are breached, the claim will be transferred to Atradius Creditinsurance for collection.

6. Retention of ownership until payment is made

- 6.1 The Seller shall, subject to the restrictions provided for by invariable rules of law, retain ownership of the goods sold until the whole of the purchase price with the addition of costs incurred has been paid to the Seller or to the party, to whom the Seller has transferred his right, cf. point 16.
- 6.2 Where the article has been sold with a view to later being built into or joining with other objects, the article sold shall not be subject to retention of ownership after the building into or joining with another object has been effected.
- 6.3 In the event of conversion or processing of the article sold, ownership shall be retained and shall apply to the article converted or processed to an extent corresponding to the value upon sale of the article sold.

7. Delivery

- 7.1 Incoterms 2010 shall apply to the delivery. Delivery shall be effected from the Seller irrespective of whether the staff of the Seller or a third party in accordance with a separate agreement with the Purchaser delivers the article sold to the Purchaser. Delivery is considered to be in due time if the Seller prior to the time of delivery has informed the Buyer that the entire order has been made ready for shipment or has been shipped.
- 7.2 The time of delivery has been fixed by the Seller according to the Seller's best estimate in accordance with the circumstances prevailing at the time when the offer was made/the agreement was entered into. In the absence of any express agreement to the contrary, a postponement of the time of delivery of 30 days owing to circumstances for which the Seller is responsible shall be regarded as delivery in due time which means that the purchaser shall not for this reason be entitled to exercise any rights in relation to the Seller.
- 7.3 In the event of delayed delivery being due to the Seller being in a situation as stated in point 13.4, the time of delivery shall be postponed by a period equivalent to the duration of the obstacle, both parties, however, entitled to cancel the agreement without incurring any liability where the obstacle has lasted more than three months. This stipulation shall apply irrespective of whether the cause of the delay occurs before or after the expiry of the agreed time of delivery
- 7.4 The Seller shall in the abovementioned instance without undue delay inform the purchaser of changes in the time of delivery.
- 7.5 The Seller is entitled to deliver the articles sold in partial deliveries. Delivery is considered to be in due time if the Seller has informed the Buyer that the entire order has been made ready for shipment or has been shipped to the Buyer before the time of delivery fixed in art. 7.2.

8. Passing of Risk

- 8.1 The passing of risk for accidents is passed to the Buyer when the articles is handed over to the first carrier, irrespective as to whether this carrier is employed by the Seller or the Buyer, cf. art. 7.1 and 4.3.

9. Packing

- 9.1 Packing shall be for the account of the Purchaser in the absence of an express declaration to the effect that this is included in the price.
- 9.2 Packaging may be returned only according to separate agreement.

10. Product information

- 10.1 Drawings, specifications, etc. which have been supplied by the Seller before or after the conclusion of the agreement, shall remain the property of the Seller and may not be passed on without a written agreement and may not be misused in any way.

11. Changes to product

- 11.1 The Seller reserves the right to effect changes to agreed specifications without notice where such changes can be effected without causing inconvenience to the purchaser.

12. Defects and complaints

- 12.1 On the delivery the Purchaser shall immediately undertake such an examination of the articles sold as required by ordinary business procedures.
- 12.2 In the event of the Purchaser intending to advance a claim in respect of any defects, the Purchaser shall immediately after the defect has been or ought to have been discovered inform the Seller in writing in this respect and state the nature of the defect. Where the Purchaser has discovered or ought to have discovered the defect and where he does not send a complaint as stated above he cannot later advance a claim in respect of the defect.
- 12.3 According to the choice of the Seller, defects in the articles sold will be remedied or a replacement delivery will be effected.
- 12.4 In the event of remedying or replacement delivery in pursuance of point 12.3 not being effected within a reasonable period of time, the Purchaser shall under observance of the ordinary rules of Danish law as well as these sales and delivery conditions be entitled to cancel the agreement, demand a reduction in the purchase price or claim compensation.
- 12.5 In the event of the Purchaser not having within six months after the date of delivery advanced a claim in respect of the defect in relation to the Seller, the Purchaser cannot at a later date advance a claim in respect of the defect. For parts which have been replaced or repaired, cf. point 12.3, the Seller assumes the same obligations as those applicable to the articles originally sold for a period of time of 6 months always provided that the Seller's liability for defects cannot for any part of the articles sold be extended to more than twelve months from the original date of delivery.
- 12.6 Changes or alterations to the articles sold without the written consent of the Seller shall exempt the Seller from any liability.

13. Limitation of liability

- 13.1 Any claim for compensation in relation to the Seller cannot exceed the amount of the invoice for the article sold.**
- 13.2 In case of proven defects and of product liability the Seller shall only be responsible if the Buyer can prove that the defect or the damage was caused by fault or failure from the Seller.
- 13.3 The Seller shall not be liable for loss of profits or any other indirect losses on account of the agreement, including indirect losses that arise as a result of delays or defects in the article sold.
- 13.4 The following circumstances shall exempt the Seller from liability where such circumstances prevent fulfilment of the agreement or render fulfilment of the agreement unreasonably burdensome: Labour conflict and any other circumstance over which the parties have no control such as fire, war, mobilization or unforeseen military conscription of a corresponding extent, terrorist activities, requisitioning, confiscation, foreign exchange restrictions insurrection and civil disturbance, lack of means of transport, ordinary shortage of goods restrictions in motive power, as well as defects or delays in supplies from sub-suppliers which are due to any of the circumstances mentioned in this point. Circumstances such as those mentioned above which had occurred before the making of the offer/the conclusion of the agreement will lead to exemption from liability only in so far as their effect on the fulfilment of the agreement could not be anticipated at this time.
- 13.5 The Seller shall be obliged without undue delay to inform the Purchaser in writing in the event of any of the circumstances mentioned in point 13.4 occurring
- 13.6 The Buyer engages to use the articles sold correctly and in accordance with current standards. The Seller further disclaims liability for any loss or damages which follows from the Buyers use of the sold articles which does not conform to the standards or follows from the Buyers incorrect or faulty use thereof.

14. Return

- 14.1 The article sold can be returned to the Seller only after prior written agreement.
- 14.2 In instances where the Purchaser is entitled to cancel the agreement or where the articles sold are returned to the Seller with a view to a replacement delivery being effected or with a view to remedying defects, the articles sold shall be forwarded in the original packaging and for the account and risk of the Purchaser. In so far as the Seller incurs any carrying charges, etc. the Seller shall be entitled to demand the Purchaser to refund such carrying charges and to set off such charges against claims, if any, of the Purchaser against the Seller.
- 14.3 After completion of repairs or in the event of a replacement delivery, the Purchaser shall be obliged for his own account and risk to collect the item repaired or replaced from the Seller.

15. Product liability

- 15.1 As regards product liability, the rules of Danish law applicable at any time shall apply. In so far as nothing to the contrary is provided for by invariable rules of law, the Seller shall not be liable for loss of profits or any other indirect loss.

16. Transfer of rights and obligations

- 16.1 The Seller shall be entitled to transfer all rights and obligations in pursuance of the agreement to a third party. The Buyer is unentitled to transfer any rights or duties under this agreement to any third party without the prior written consent of the Seller.

17. Disputes

- 17.1 Any dispute between the parties shall be settled at a Danish court according to Danish law and these sales and delivery conditions, to the extent that the United Nations Convention on Contracts for the International Sale of Goods shall not apply irrespective of Danish IP rules.

18. Wire certificates

- 18.1 Wire certifications will be issued on demand and a separate amount will be charged for this.