

**General sales- and delivery conditions,
- for dissing as, valid from July 1., 1996**

Every delivery takes place on the basis of the present general sales- and delivery conditions, unless otherwise agreed in writing. In case of inconsistency, if any, with buyers normal trade conditions etc. the sellers sales- and delivery conditions comes in advance.

A. Price

All prices are based on the latest pricelists from seller.
All prices are excl. value added tax. Seller reserves the right to change the given prices in the pricelist. By placing offers, all netprices are based on taking all positions in the offer.

B. Delivery

All deliveries are ex works and therefore on buyers risk. Delivery clauses are interpreted according to INCOTERMS. The delivery time is approximate, unless otherwise definitely agreed.

C. Offer and accept

Offers are binding for seller for 2 weeks unless otherwise stated. Orders become binding for seller when he confirms the order or executes it. Selling goods not stocked, the seller has the right to over-deliver, which means delivering a number of units, that exceeds the ordered number of units and which is caused by the packaging of the goods.

D. Delivery obstructions

War, interruption of service and traffic, strike, lockout, lack of energy and rawmaterial, public decrees, all conditions at sellers subsupplier or sub-suppliers co-contracting parties and all cases of force majeure exempt seller for every deliveryobligation in the extent, it becomes important for the concluded agreement. If seller wants to plead delivery obstructions, seller must without unfounded stay inform buyer of the character of the obstruction, rise and expected duration.
Delivery to the in this way delayed time of delivery is in every respect punctual. Before delivery, seller as well as buyer are entitled to, by information in writing to the other part, without responsibility to cancel the agreement, if the delay is expected to exceed 4 weeks.

E. Payment

To be agreed.

F. Owners precautions

Seller reserves the right to the delivered, until the whole amount of the order is paid including interests, costs etc.

G. Complaints

Buyer is bound to investigate the parts immediately after reception.
Objections must be made not later than delivery, when it is concerned lost property, damages or defects in general including wrong delivery, when the fault is visible, otherwise within 7 days afterward, not including Sundays or holidays.
Objections must be made in writing, if the fault was not visible. In case of belated complaint the buyer cannot plead lost property, damages or lacks as breach of contract.
After beginning fastening, complaints about the fastened is prevented.

H. Returns of goods

Only possible if previously agreed in writing.

I. Sellers responsibility in case of lack and delay

In case of actual lack or delay, the seller is responsible according to the United Nations (UN) Convention of April 11., 1980 regarding agreements about international purchase (C.I.S.G), however compare letter D above concerning delivery obstructions and letter L below regarding indirect loss. Seller can never be responsible to defects or lacks caused by wrong treatment, storage or similar made by or at the buyer.

J. Responsibility for causing loss of the delivery

Seller is only responsible for damages on persons or things, including buildings, ships, aircrafts, animals etc., if it is proved, that the damage is caused by defects or neglects committed by the seller.

Sellers responsibility is, in that case, reduced to responsibility for damage to things or loss regarding things,

- a) that sellers product or granting is made a part of, is mixed or worked in with, is joined with, is used for packaging of or in other ways combined with,
- b) that sellers product or granting is worked up to or used for working up,
- c) that sellers product or granting is used for production of, adaptation of or other kind of treatment of.

Beside this, the sellers responsibility is limited to the direct loss combined with, that a produced or adapted thing, caused by the sellers product or granting, must be rejected, repaired, becomes more expensive to produce or adapt or less valuable.

Covering is further reduced to the depreciation of the produced or adapted thing, the additional production- or adaptation costs or the repair expense itself.

Other costs and loss including in consequence of sending out personnel, recall, discovery, investigation or transport of the produced or adapted thing are not covered.

K. Liability for damage to property caused by the goods

The buyer shall indemnify and hold the seller harmless to the extent that the seller incurs liability towards any third party in respect of any damage for which the seller is not liable towards the buyer according to the second and third paragraphs of this clause. The seller shall not be liable for loss or damage caused by the goods

- a) to any (movable or immovable) property where the damage occurs while the goods are in the buyer's possession or
- b) to products manufactured by the buyer or to products of which the buyer's products form a part or for the loss or damage to any property, where the damage is caused by these properties in the goods.

The seller shall under no circumstances be liable for loss of production, loss of profit or any other consequential economic loss.

The above limitations in the seller's liability shall not apply where the seller has been guilty of gross negligence.

If a claim for loss of damage as described in this clause is raised by a third party against either party to the contract, the latter shall forthwith notify the other party thereof.

The seller and the buyer shall be mutually obliged to let themselves be summoned to the court of arbitral tribunal which examines claims against either of them, where the claim is based on damage alleged to have been caused by the goods.

L. Indirect loss etc.

The seller is never, neither by defects, delay nor product liability responsible for indirect loss, including loss of profits, loss of earning, and similar losses and further by breach of a buyer regarding obligations towards third party.

M. Applicable law

The contract has to be submitted to the law of the country, in which the producer has his business address (Denmark). The contract in English has to be regarded as the original contract.

N. Jurisdiction

Any disputes has to be judged by the Court, where the producer has his head office, i.e. Denmark, more precisely the jurisdictional district of Skanderborg.

