

TERMS OF SALE AND DELIVERY

1. Application

The terms of sale and delivery apply to all offers, orders and deliveries, unless otherwise agreed in writing.

2. Offers

All offers are made subject to the goods being unsold, as specified in subsection 3. If the Seller has submitted an offer, without stipulating a specific date for acceptance, the offer is no longer valid, if the Seller has not received the Buyer's acceptance of the offer within 4 weeks from the date of the offer. The Seller can at any time withdraw the offer as long as the offer has not come to the knowledge of the Buyer.

3. Prior sale

If the Seller clearly makes the offer subject to the goods being unsold, it means that until the Buyer's acceptance has reached the Seller, the latter shall be entitled to sell to any third party the goods, which he has offered to the Buyer on the terms and conditions offered to the Buyer. In so far as any such prior sale has taken place, the Seller shall not be bound by the delivery time originally offered to the Buyer. In this situation the offer originally submitted to the Buyer lapses.

4. Prices

Unless another currency is expressly specified, all prices shall be in Danish kroner (DKK) and exclusive of value-added tax. The Seller reserves the right to change the price if, after the Seller's final offer/acceptance but before the time of payment, documented new or increased costs are incurred by the Seller as a result of changes in customs duty, taxes, etc., to the extent that any such additional costs can be attributed to the consignment in question.

5. Terms of payment

5.1. Payment shall be made on the latest payment date as specified in the invoice. If a payment date has not been specified, payment shall be made in cash on receipt of goods.

5.2. If the delivery of goods to the Buyer is delayed owing to circumstances for which the Buyer is responsible (claimant's default), the Buyer shall still be obliged to pay the purchase price or make other arrangements for the purchase price to be paid at the agreed or implied time, unless informed otherwise in writing by the Seller.

5.3. If payment is not made on the latest payment date (the due date), c.f. section 5.1, the Seller shall be entitled to charge interest of the amount due at any given time from the due date at a rate corresponding to the officially fixed rate as stipulated at any given time in section 5, subsection 1 of the Danish Interest Act, currently the discount +5%.

5.4. The Buyer shall not be entitled to offset a counter-claim against the Seller, unless he has obtained the Seller's acceptance thereof in advance in writing, and he has no right to withhold part of the amount due owing to such a counter-claim.

6. Title

6.1. Within the limits of the invariable rules of law, the Seller retains his title to the goods, until the entire purchase price and the costs incurred by the Seller for the Buyer's account have been paid to the Seller or to the person to whom he has passed on his retention of title, as specified in subsection 15.

6.2. If the goods are intended to be incorporated or joint into other objects, the retention of title shall cease to exist once the incorporation or the joining has been completed.

6.3. In the case of conversion or processing of the goods, the retention of title shall continue to exist in such a way that it also covers the converted or processed product at the value it had before conversion or processing.

7. Delivery

7.1. Delivery shall take place from the Seller's address, regardless of whether the Seller according to a specific agreement with the Buyer is obliged to transport the goods to the Buyer by use of an independent carrier or by use of his own people according to Incoterms 2000.

7.2. The delivery time shall be determined by the Seller applying his best judgment to the circumstances he was aware of at the time of entering into the contract. Unless otherwise agreed, any delay in delivery of up to two weeks from the agreed delivery date shall be considered to constitute delivery on time and shall not entitle the Buyer to exercise any sanctions against the Seller for breach of contract.

7.3. If a delay is caused by circumstances beyond the Seller's control as specified in subsection 12.3 below, the delivery time shall be postponed by the duration of the obstacle, regardless of whether the obstacle arose before or after the agreed delivery time. If, however, the obstacle persists for more than three months, each party shall be entitled to cancel the contract without incurring any liability.

7.4. In above mentioned cases, the Seller shall notify the Buyer without undue delay of any changes to the delivery date.

8. Packaging

8.1. Unless a special packaging is required, packaging will be included in the price. The Buyer shall pay for special packaging.

8.2. Packaging shall only be accepted in return by separate contract.

9. Product information

Drawings, specifications, descriptions, etc., supplied by the Seller to the Buyer, before or after entering into the contract, shall remain the Seller's property and must not be passed on without written contract with the Seller or in any other way

be utilised in contravention of the Seller's permission. If the aforesaid material has come into the possession of the Buyer and the contract subsequently is terminated or cancelled, the Buyer is obliged to immediately return all the material received to the Seller.

10. Product changes

The Seller reserves the right to change without notice the data submitted by the Seller, provided that such change does not inconvenience the Buyer.

11. Complaints about defects

11.1. Upon delivery the Buyer shall immediately inspect the goods in such a way as required by proper trade custom. This inspection shall take place as soon as possible and shall be as thorough as the circumstances permit.

11.2. If the Buyer wishes to invoke that the goods are defective, the Buyer must immediately after the Buyer has ascertained or ought to have ascertained the defect forward a written complaint to the Seller, specifying the nature of the defect. If the Buyer has ascertained or ought to have ascertained the defect and he fails to forward a complaint to the Seller as described herein, he shall lose his right to invoke the defect. If the goods are defective, the Buyer must claim compensation for those defects by notifying the Seller of the nature of the defect in writing within a reasonable time after he ascertained or should have ascertained the defect. The Buyer shall lose the right to demand compensation for defects unless he notifies the Seller thereof when he becomes aware of the defect or should have become aware of it.

11.3. At Seller's option, the defect will be either rectified or Seller will make a replacement delivery.

11.4. If the Seller fails to comply with subsection 11.3 above within a reasonable time, the Buyer shall be entitled to terminate the contract, claim a pro-rata reduction of the purchase price or claim compensation in compliance with the general rules of Danish law.

11.5. The Buyer shall lose the right to invoke any defects, unless he notifies the Seller within 24 months of the delivery date. The Seller assumes the same obligations for a period of 6 months in respect parts which have been rectified or replaced under subsection 11.3 above, however subject to the restriction that the Seller's liability may not be extended beyond 24 months from the original delivery date for any part of the goods.

11.6. No amendment or addition to the goods sold shall be binding unless accepted in writing by the Seller and shall relieve the Seller from any obligations.

12. Limitation of liability

12.1. The Seller cannot be held liable for any loss over and above the invoice amount.

12.2. The Seller shall not be held liable for any consequential loss, loss of profits or any other indirect loss suffered by the Buyer as a result of delayed delivery or defects in the goods.

12.3. Under the following circumstances no liability shall be imposed on the Seller if the Seller hereby is prevented from fulfilling the contract or renders the fulfilment hereof unreasonable burdensome: Labour disputes, and any other circumstances beyond the parties' control such as fire, war, mobilisation or similar unforeseen military service, requisitioning, confiscation, currency restrictions, riot and disturbances, inability to secure transportation, general shortage of materials, restrictions in the use of power, as well as defective or delayed deliveries from sub-suppliers due to any of the circumstances mentioned in this subsection. Circumstances as specified above occurring before the offer/the contract only imply exemption from liability if their impact on the fulfilment of the contract was not foreseeable when entering into the contract.

12.4. Without undue delay the Seller is liable for notifying the Buyer in writing if circumstances as specified in subsection 12.3 should occur.

13. Returns

13.1. Return of the goods sold shall generally only be accepted by the Seller subject to prior contract.

13.2. In all cases where the Buyer is entitled to terminate or cancel the contract or if goods are returned in order for the Seller to repair them or provide a replacement delivery, it is a condition that they are returned in the original packaging and are shipped for the Buyer's account and risk. As far as the freight costs etc. are charged to the Seller's account, he is entitled to demand that they are reimbursed by the Buyer and offset against any claims that the Buyer may have on the Seller. After finalised repair or at replacement deliveries the Buyer is obliged to pick up the repaired or the new goods at the Seller's for his own account and risk as specified in subsection 7.1.

14. Product liability

Claims for compensation are based on the rules governing product liability (the Danish Product Liability Act). In so far as no other invariable rules are specified, the Seller shall not be liable for loss of production, loss of profit or any other indirect loss.

15. Assignment of rights and obligations

The Seller shall be entitled to assign all rights and obligations under the contract to a third party.

16. Disputes

Any disputes, which may arise in connection with a contract entered into, shall be settled by the Danish Courts and according to Danish law.