

Sales & Delivery Terms

1. The general terms of delivery listed below shall apply in so far as no departures are made from these terms in a written agreement between the parties.
2. Below, "unit" shall mean any product that is offered for sale by the Seller.

II. DRAWINGS, DESCRIPTIONS AND SAMPLES, ETC.

1. All specifications and information on price, dimensions, capacity, properties, composition, technical and other data stated in catalogues, advertisements, and price lists, etc. are approximate and are only intended as a guide. Such information, which may at any time and without notice be changed by the Seller, shall therefore be binding only in so far as it is expressly stated in the purchase agreement.
2. In the event of the construction or specifications, etc. for a unit sold by the Seller being changed prior to the time of delivery, the Seller shall be entitled to deliver the unit with the construction or the specifications, etc. now applicable provided that the unit has not thereby - according to an objective evaluation - been impaired.
3. All samples delivered by the Seller shall be regarded solely as type samples so that the Seller is not responsible for all units delivered corresponding to the samples unless this has expressly been agreed upon in the purchase agreement. What is stated in point II.1 shall, moreover, apply to the samples.

III. TERMS OF DELIVERY, ETC.

1. In the absence of any statement to the contrary in the Seller's offer, this offer shall be binding for 8 days from the date of the offer, always subject to the goods being unsold.

Where the date of delivery stated in the Seller's offer is more than 3 months after the date of the offer, the price contained in the offer shall always be subject to confirmation and it may later be increased.

2. All prices stated in the Seller's written material, including the order confirmation and the offer, are exclusive of VAT and delivery.
3. All prices stated in the Seller's offer or order confirmation are based on the exchange rates presupposed by the Seller. In the event of changes in exchange rates, etc., the Seller reserves the right to increase the price where the exchange rate on the date of payment changes by more than 0.25% as compared to the exchange rate mentioned above.
4. The place of delivery shall be the Seller's address in Denmark.
5. Additional costs incurred because of delivery in part not agreed upon but requested by the Buyer, shall be paid by the Buyer.
6. The Buyer shall not be entitled to return supplies from the Seller unless this has specifically been agreed upon in each individual instance.

IV. INSURANCE

1. The supply will be insured by the Seller only to the extent stated by the Buyer in writing and the insurance will be made for the account of the Buyer.

2. The Seller shall be notified of all damage to or missing parts of the supply immediately after the Buyer has become aware of such damage or missing parts and under any circumstances immediately after receipt of the goods and such notification shall be accompanied by a declaration in this respect from the carrier.

V. PACKAGING

1. In the absence of any agreement to the contrary, the prices stated in the offer and other agreements shall include the expenses for such packaging or other protection of the goods as is required for forwarding in Denmark under normal transport conditions to prevent damage to or deterioration of the supply until it reaches the place stated in the agreement.

2. Should the Buyer wish for packaging other than that stated in point V.1, the Buyer shall be invoiced for all costs related hereto.

VI. TIME OF DELIVERY

1. A time of delivery stated in the agreement shall be reckoned from the latest of the following dates:

(a) the date on which the agreement is concluded.

(b) the date on which the Seller receives security as specified in the agreement or payment that is to be affected prior to delivery. (c) the date when the Seller has received from the Buyer all the information necessary to execute the order.

2. In the event of the Buyer failing to fulfil his obligation to provide security or to meet his payment obligation, failing to provide the information necessary for executing the agreement, changing the order or in any other way delaying the order or the execution of the order, the Seller shall be entitled to extend the time of delivery to the extent that this is under the circumstances deemed reasonable or to cancel the purchase agreement and the Seller shall, in the latter case, be entitled to indemnification in accordance with the general rules of Danish law.

3. The time of delivery shall, likewise, be extended by the time that is necessary for the Seller and sub-suppliers of the Seller, if any, where before or after the conclusion of the agreement the Seller/his sub-suppliers is/are prevented fully or in part from punctual execution as a result of a labour dispute and difficulties of procuring materials or other goods, etc. from the supplier or sub-suppliers of the Seller, deficiencies or defects in supplies from suppliers or sub-suppliers or delay of such supplies, where the Seller cannot be held responsible for the circumstances mentioned and where the circumstances were not known to the Seller at the time of conclusion of the agreement with the Buyer.

4. The party wishing to invoke any of the circumstances mentioned above shall be obliged without delay to notify the other party as to when the circumstances commenced and when they came to an end.

5. In the event of the Seller exceeding the time of delivery by more than 3 months - without such circumstances existing as mentioned in point VI.3 - the Buyer shall be entitled to cancel the agreement when the Seller does not, despite a written request submitted after the expiry of the 3 months mentioned, effect delivery within a reasonable time.

Whether the Buyer cancels or maintains the agreement, he shall not be entitled to indemnification for either direct or indirect losses.

6. In the event of the Seller postponing the time of delivery by more than 3 months owing to such circumstances as mentioned in point VI.3, both parties shall be entitled to cancel the transaction and they cannot in addition to this demand any kind of indemnification for either direct or indirect losses.

7. In the event of the time of delivery being exceeded by more than 3 months owing to such circumstances as mentioned in point VI.2, the Seller shall be entitled to cancel the agreement. The Seller can in addition to this demand indemnification - whether the agreement is cancelled or maintained - according to the general rules of Danish law.

8. In the case of orders where the Buyer calls forward goods for delivery, the Buyer shall take everything included in the sales agreement within the time limit agreed upon in this agreement. Where such a time limit has not been agreed upon, a time limit of 1 month shall be applicable. After the expiry of the time limit or the period of one month mentioned, respectively, the Seller shall be entitled to invoice everything covered by the sales agreement that has not yet been invoiced and - according to the Seller's choice - to forward the goods not delivered or to debit the Buyer with suitable interest and storage costs and invoice such costs.

VII. OWNERSHIP, ETC.

1. The ownership of the goods delivered together with all accessories shall remain with the Seller or the party to whom he has assigned ownership until the whole purchase price together with interest and costs has been paid in full to the Seller or to the party to whom he has assigned ownership in so far as such retention of title is possible.

2. As long as title is retained, the following shall apply:

(a) The Buyer shall not be entitled to lodge the goods delivered as security, covenant the goods delivered or in any other similar way decide as regards the goods delivered without the consent of the Seller.

(b) The Buyer shall be obliged to handle the goods delivered carefully and to keep such goods in good and proper condition and the Seller shall at any time be entitled to assure himself hereof. (c) In the event of the Buyer changing his address, he shall immediately and in writing notify the Seller hereof.

(d) The Buyer shall, from delivery takes place until ownership finally passes to the Buyer, be obliged to keep the goods delivered together with all accessories insured against damage as a result of fire, water, theft, wanton destruction of property, damage or miscarriage, etc. for an amount that will at any given time cover the market value always provided that the amount shall at least correspond to the amount due to the Seller at any given time.

VIII. PAYMENT

1. In the absence of any agreement to the contrary, the Seller's terms of payment are cash against transfer of the supply to the Buyer. In the case of delivery elsewhere than at the Seller's, the purchase price shall be collected C.O.D. Any later payment shall be regarded as overdue payment.

2. Cash orders, cheques and bills of exchange shall not be regarded as payment until full discharge of these has taken place.

3. Upon any overdue payment - also in the case of any respite granted - the Seller shall be entitled to calculate default interest from the invoice date at the interest rate fixed by the Seller in this respect at any given time, currently 1.8% per month or part of a month.

4. Where the Buyer refrains from receiving supplies ready for delivery on the agreed date, the Buyer shall nevertheless be obliged to affect any payment upon which delivery is conditional as if delivery had taken place. The Seller shall ensure that the supply is kept for the Buyer's account and risk. At the request of the Buyer, the Seller shall insure the supply for the account of the Buyer.

5. The Buyer shall not be entitled to any kind of set-off or retention, including the retention of any part of the purchase price as security for the fulfilment of any obligation in pursuance of point IX. A delay as regards an immaterial part of the supply does not entitle the Buyer to omit effecting payment in full in accordance with the agreements entered.

6. The entire outstanding amount due at any given time together with any interest and costs, etc., shall fall due for payment in full immediately should the Buyer fail to fulfil any obligations imposed on the Buyer in pursuance of these terms of sale and delivery or should the Buyer suspend payments, enter into negotiations preceding a composition, a moratorium or any other common credit arrangement or file a petition in bankruptcy or a petition for winding-up proceedings, as the case may be, or should the Buyer lose the right of managing his estate or enter into liquidation or should the circumstances of the Buyer otherwise - irrespective of the reason for this - be such or develop in such a way that there is a reasonable possibility that the Seller will not at the agreed due dates receive the agreed provision of security or payments.

IX. RIGHT OF RECTIFICATION

1. The following shall apply to new units:

(a) Where defects are demonstrated within 30 days from the date of delivery owing to defects in material or defects in manufacture in units delivered direct from the factory, the Seller shall be obliged, solely according to the choice of the Seller, to either grant a proportionate reduction in the purchase price or as quickly as possible, possibly at the Seller's or at the factory of the Seller's supplier to rectify this defect by either delivering a new constituent part, have repairs carried out or effect a replacement delivery this being solely according to the choice of the Seller. Any expense related to dismantling of a defective part or the whole unit, forwarding of the part or unit to and from the Seller and installation of the new or repaired part shall be exclusively for the Buyer's account.

(b) In addition to the right to a proportionate reduction in the price, where the Seller chooses this option, or the right to rectification mentioned, the Buyer shall have no other rights in connection with default. Thus, the Buyer cannot at any time cancel the transaction, demand a proportionate reduction in addition to what is mentioned above or demand indemnification for direct or indirect losses because of defects in the unit delivered. Thus, the Seller shall not be liable for operating losses, losses of profit or any other indirect losses.

(c) The obligation of the Seller to grant a proportionate reduction in the price or to rectify a defect shall apply only to defects that arise under the functional conditions presupposed in the agreement and with correct installation and use and thus does not cover defects that are due to wrong or inexpedient use, overload, fire, superheating, frost, strokes of lightning, or the consequences hereof, faulty maintenance, damage caused by water and damp, for instance in connection with cleaning, incorrect mounting or changes, interference, normal wear or deterioration, natural catastrophes and deficiencies that may be attributed to other causes that are outside the control of the Seller or which can otherwise be attributed to causes for which the Seller cannot reasonably be held responsible. In addition, the Seller's obligation to grant a proportionate reduction and the obligation to rectify defects shall lapse altogether in the event of the Buyer violating his obligations, including his obligation to effect punctual payment.

(d) The Buyer shall immediately, when any defect has been demonstrated that the Buyer intends to invoke in relation to the Seller, notify the Seller hereof in writing. Where the complaint has not reached the Seller within 14 days from the time when it was possible for the Buyer to demonstrate the defect, the Buyer shall lose his rights to rectification of defects mentioned in point IX. 1.(a) and the Seller shall have no liability whatsoever.

(e) The right to rectification of defects may be presuppose, cf. point IX. 1.(a), that the Buyer forwards to the Seller post free the defective unit(s). Within normal working hours, the above-mentioned rectification will involve no expense for the Buyer. In the case of rectification performed outside normal working hours at the request of the Buyer in this respect, the additional expense will be for the account of the Buyer. All replaced parts belong to the Seller.

(f) If, for practical reasons - and based solely on the opinion of the Seller - it will not be reasonable to demand that the goods delivered be returned to the Seller with a view to rectification of defects, rectification will take place at the place of use. In such instances the Buyer will be invoiced for travelling expenses and transport expenses, respectively, in accordance with the normal rates of the Seller while rectification will be according to the rules mentioned in point (e).

(g) For what is delivered by the Seller in pursuance of the right to rectification, the original rectification period shall apply irrespective of the point in time during this period at which the rectification takes place.

2. For used units the following shall apply:

(a) The Seller assumes no obligations whatsoever regarding used units delivered and these shall be taken over in every respect in their current state and condition, as viewed and inspected by the Buyer, including also as regards concealed defects and deficiencies and the Buyer shall in no instance be entitled to a proportionate reduction, cannot demand indemnification, and cannot cancel the purchase.

X. PRODUCT LIABILITY

1. In so far as they can lawfully be adopted, the limitations in the product liability for the Seller stated in point X.2 shall apply. Where one or more of the above-mentioned limitations cannot lawfully be adopted, this shall not affect the validity of the remaining provisions. Where one or more of the limitations is/are too far-reaching to the advantage of the Seller, but could validly be adopted with less far-reaching contents, the limitation in question shall be reduced to what could lawfully have been adopted.

2. The Seller shall - within 12 months from the actual time of delivery - be responsible for any personal injury and/or damage to property that the delivered units can be demonstrated to cause the Buyer where the Buyer can document that the injury/damage is due to gross negligence on the part of the Seller. The Seller shall, however, never be liable for operating losses, losses of profit or other indirect losses. The Seller's overall liability during the 12-month period can never exceed 25% of the invoice price of the unit. As regards used units, the Seller renounces any product liability.

3. In so far as liability might in addition to this be imposed on the Seller, also in connection with the use that the Buyer or any buyers of the Buyer might make of the unit(s) in question - including use in the case of resale - the Buyer shall be obliged to indemnify the Seller for any liability that may be imposed on the Seller.

4. The Buyer shall always be obliged to have legal proceeding instituted against him at the court of law that deals with a claim for indemnification against the Seller.

XI. ADVICE, INSTRUCTIONS AND SERVICE

1. In the event of the Seller, whether a fee is paid to the Seller or not, providing technical advice, instructions, or service to the Buyer and irrespective of the nature hereof, the Seller shall not be liable for such advice, instructions, and service and for any consequence hereof.
2. The above provision shall also apply where it is a question of advice, instructions, and service, e.g. in connection with operational disturbances, defects or deficiencies and the Buyer has, consequently hereof, purchases made from the Seller or a third party of other products, spare parts, equipment and/or accessories and has these installed or has specific repair works performed.

XII. ASSIGNMENT OF RIGHTS

1. The Seller shall be entitled to transfer all rights in pursuance of this agreement to a third party whether such rights are transferred to the third party as owner or the rights are transferred as security.

XIII. OTHER PROVISIONS

1. To the knowledge of the Seller, the Seller/the unit sold does not upon the sale to the Buyer violate any patent, trade mark, pattern or other rights; however, the Seller shall bear no liability as regards whether this is nevertheless the case or whether such a violation is assumed to exist upon the Buyer's purchase or resale of the unit sold or the use that the Buyer or any subsequent buyers will make of the unit sold. Should any liability nevertheless be imposed on the Seller for such a violation, the Buyer shall be obliged immediately on demand to indemnify the Seller for any consequence hereof, including all legal costs.
2. The terms of these "Terms of Sale and Delivery" shall apply to every sale made by the Seller. This shall apply also even though the Buyer has during negotiations preceding the purchase or in the Buyer's tenders or in the Buyer's confirmations of the purchase in relation to the Seller stated any other conditions for the purchase as all such conditions are regarded as having lapsed upon the Seller's final acceptance of the purchase, unless the Seller expressly states the individual conditions in his final acceptance which imposes on the Seller other or differently worded conditions that will in the concrete case place the Seller in a less favourable position than would be the case on the basis of the terms stated in the present "Terms of Sale and Delivery".
3. Any errors, including errors in writing and typing errors in the Seller's written material, including correspondence, order confirmations, invoices and the material mentioned in point II.1, shall not be binding on the Seller and no claim can be advanced against the Seller as regards such errors.
4. Irrespective of the provisions of the purchase agreement, the following shall apply:
 - (a) minor deviations as regards material, colour or the like shall not entitle the Buyer to advance any claim against the Seller and, likewise, the Buyer shall not be entitled to advance any claim against the Seller on account of the goods sold having received marks, scratches, dents, etc. - e.g. during handling at the Seller's or during transport.
 - (b) the Seller shall have no liability as to whether the goods purchased - whether these are new units, constituents of new units or used units - are suitable for the use that the Buyer intends to make of them, including whether the goods purchased can be adapted to or used together with machinery and in general other goods, units, installations or technical equipment that do not originate with the Seller unless anything to the contrary has expressly been guaranteed by the Seller in the purchase agreement.
5. Unless the Seller has individually in the order confirmation expressly given a separate declaration to the effect that the units

included in the supply are original products, the Seller shall be entitled to fulfil the sales agreement through delivery of non-original products that are equal to original products. The part number in the Seller's written material serves only as internal identification for the Seller.

5. The Buyer is advised that the goods may be subject to U.S. government or EU export regulations. Where these regulations apply it is the Buyer's sole responsibility to obtain authorization from the U.S. government or the EU before re-exporting the goods from the country of purchase. The Buyer warrants that it will not export, re-export, or otherwise distribute goods, or any direct products thereof, in violation of any dual use restrictions and export control laws or regulations of the U.S., the EU or any EU/EFTA member state. This includes that the Buyer will not export or re-export, directly or indirectly, any goods to embargoed countries or resell any goods to companies or individuals restricted from purchasing such goods, including those listed on the Sanctioned Parties List published by the U.S. Government and similar lists issued by the EU or EU/EFTA countries. Further, the Buyer will not resell, export or re-export any goods with knowledge that the goods will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless the Buyer has obtained prior approval from the U.S. Government, the EU, or the competent EU/EFTA member state's government agency.

XIV. VENUE

1. All disputes arising because of the purchase agreement and provisions attached to the purchase agreement as well as disputes concerning legal matters mentioned therein or resulting therefrom together with any consequences thereof shall, according to the choice of the Seller, be settled either at the Copenhagen Maritime and Commercial Court or at the venue of the Seller.
2. The Seller shall, however, be entitled always to institute legal proceedings at the usual venue of the Buyer.
3. Only Danish law shall be applicable. Tier1Asset A/S Tel: +45 70250760 Fax: +45 70250765