

General Conditions of Sale and Delivery of HANS FØLSGAARD A/S (HF)

General

These Conditions of Sale and Delivery shall apply to all sales, supplies and deliveries of goods and services by HF to any customers unless written agreement drawn up by HF is available regarding any conditions of sale and delivery.

Catalogues, brochures etc.

The illustrations and specifications of weights and measures etc. specified in HF's catalogues are subject to alteration, and HF reserves the right to alterations to designs or sale of goods without prior notice to its customers. No specifications submitted by HF, be it catalogues, quotations or order confirmations, may be copied and used in relation to a third party without HF's prior written consent.

Prices and quantities

All quotations submitted are subject to confirmation and are – unless otherwise stipulated – open for 30 days from the date of the quotation. Further, the quotations are subject to intermediate sale, whether indicated or not. The prices quoted are always the ones applicable on the date of the quotation, and HF reserves the right to settle with the prices and charges applicable on the date of delivery unless otherwise expressly indicated in the quotation. In the event HF confirms an order, all prices and charges quoted in the order confirmation are the ones applicable on the date of the order confirmation, and HF reserves the right to settle at the prices and charges applicable on the delivery date unless otherwise expressly indicated in the order confirmation. This further applies in case of exchange rate fluctuations and changes in raw material price quotations.

In the event of cable deliveries, HF reserves the right to deviate by up to 10 per cent from the quantity ordered. This shall further apply to current supplies as regards the part of the order that at the time of any alteration has not yet been delivered. A fee shall be charged in connection with cables cutting.

Handling charges shall be imposed on orders/deliveries of less than the equivalent of DKK 1000.

Force majeure

HF shall not be liable for such delivery obstacles or late deliveries caused by war, blockade, strike, lockout, transport breakdown and other similar disruptions, fire, flood, extraordinary wind and weather conditions, import or export restrictions, supply difficulties or other incidences obstructing or delaying delivery, including HF's sub suppliers' delivery difficulties. HF's exemption from liability in the above cases shall apply, irrespective of the possibility to procure corresponding goods from other suppliers than the supplier normally handling the delivery of goods for which an offer or order confirmation is submitted. HF shall assume no responsibility for the consequences of any late delivery.

Compensation for late delivery

Compensation for late delivery in such cases where HF's exemption from liability reservation does not cover shall be paid only insofar as and to the extent expressly agreed in writing, regardless of the late delivery being caused by an act or omission attributable to HF.

Consignment

Delivery shall take place exclusively ex HF's domicile, and the consignment is for the customer's own account and risk. The consignment method shall be determined by HF at its discretion, and HF shall not be responsible for any carriage and postal rate differences.

Return of goods

Goods ordered and delivered can only be returned if HF agrees hereto. If the customer wishes to return goods, the customer shall specify the consignment note no. and date, and a reference no. when contacting HF.

Goods held in stock and returned not later than 8 days after receipt as agreed shall be credited subject to a 5 per cent minimum deduction, provided that the goods remain originally packed and free of damage. Goods held in stock returned between 8 days and 3 months after delivery as agreed shall be credited subject to a 20 per cent deduction, provided that the goods remain originally packed and free of damage and have a minimum value of DKK 500. In general, goods may not be returned later than 3 months after the delivery date. Order cancellation of non-stock goods may only take place in the period prior to the customer receiving HF's order confirmation. Goods not on stock will not be credited; the same applies to goods cut (e.g. cables).

N.B Remember always to quote product, consignment and reference nos. and the name of the person with whom the agreement to return the goods was made.

Payment

In respect of delivered goods, HF's terms of payment are – unless otherwise agreed: End of invoice month + 20 days net. HF reserves the right to send the ordered goods COD. If the agreed or implied payment date is exceeded, a 1.6 per cent interest is debited per month or fraction of a month. If the customer fails to comply with the agreed provisions on the payment of the purchase price, HF is not obliged to make further delivery. If the goods that according to agreement or contract shall be delivered at a certain time are not accepted and paid on time by the customer, HF may at its discretion sell the goods for the customer's own account after notice to the customer, or store the goods for the customer's own account and risk. Thus, the customer shall bear the costs involved with the storage.

Defects liability

Complaints shall be made in writing not later than 8 days after receipt of the goods, indicating the registered defects. No compensation shall be paid for consequences of defects etc. Faulty deliveries shall be returned to HF and may not be remedied unless it has been agreed in writing with HF in advance.

HF shall consent to delivery pursuant to the Danish Building Supply Clause, cf. Circular of 25 June 1986.

HF shall not be liable for losses caused by the defect, including but not limited to trading loss, lost earnings and other indirect loss.

Liability for the equipment causing damage (product liability)

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To the extent mandatory statutory provisions do not stipulate otherwise, the following applies regarding HF's product liability:

HF shall be liable only for personal injury if it can be proven that the damage is caused by defects or negligence committed by HF or by other parties that HF is responsible for.

HF shall neither be responsible for damage to real or personal property arising while the equipment is in the customer's possession, nor shall HF be responsible for damage to goods manufactured by the customer or to goods included in these. Further, HF is responsible for damage to real and personal property on the same conditions as the ones in relation to personal injury.

HF shall not be held liable to trading loss, lost earnings or other indirect loss.

Provided that HF is subject to product liability to a third party, the customer is obliged to indemnify HF to the same extent as HF's liability is limited in relation to the above three paragraphs.

Should a third party file a claim against either HF or the customer for liability to pay damages, either HF or the customer shall notify the other party immediately hereof.

HF and the customer shall be mutually obliged to accept jurisdiction by a court of law or a court of arbitration hearing the claim for damages raised against either of them on the basis of a damage allegedly caused by the equipment.

This limitation of HF's product liability shall not apply if HF has committed gross negligence.

(IMPORTANT: These General Conditions of Sale and Delivery are a translation of the Danish conditions "Almindelige salgs- og leveringsbetingelser for Hans Følsgaard A/S (HF)". This translation is for the benefit of HF's customers. Should any doubts arise regarding the interpretation of said General Conditions of Sale and Delivery, the Danish version shall prevail.)