



GENERAL TERMS OF SALE AND DELIVERY

1. APPLICATION

The following general terms of sale and delivery apply, subject to contrary written agreement.

2. PRODUCT INFORMATION

Product information and price quotations are binding only insofar as express reference is made to them in agreement.

All prices are indicated exclusive of VAT. Subject to printing errors and price, wage or salary increases. Prices quoted do not include installation.

3. DRAWINGS AND OTHER TECHNICAL DOCUMENTS

Any drawing or other technical document relating to the equipment or its manufacture, supplied by one party to the other prior to or subsequent to the inception of the agreement remains the sole property of the party supplying it. Drawings or other technical documents or information received may be used for no other purpose than the one for which it was supplied. Such materials may not be copied, reproduced, transferred to or otherwise brought to the knowledge of third parties without written consent from the other party.

No later than at the time of delivery, the Vendor must supply the Purchaser, free of charge, with the necessary number of copies of drawings and other technical documents in sufficient detail to allow the Purchaser to install, commission, operate and maintain the equipment and its components.

However, the Vendor is under no obligation to supply drawings and documents used in the manufacture of equipment or components.

4. DESIGN ALTERATIONS

The Vendor reserves the right to make any alterations to the design, construction etc. Of the equipment which the Vendor may find necessary, prior to delivery and without prior notification of the Purchaser.

Such alterations shall not entitle the Purchaser to annul the purchase, unless the Purchaser establishes that a specific construction, design etc. Formed a prerequisite of the purchase.

Alterations and subsequent annulments shall not entitle the Purchaser to claim compensation for losses suffered.

5. TRANSFER OF RISK

Unless otherwise agreed in writing, deliveries are sold FCA. The Vendor shall give notice to the Purchaser in time to allow him take delivery of the equipment, once it may be collected.

6. DELIVERY

Unless otherwise agreed in writing, delivery times will be indicated on the basis of the Vendor's best assessment.

The delivery date shall be the date indicated for shipment from BM Silo.

If the Vendor considers that the delivery date indicated cannot be met, or that a delay is likely to occur, the Purchaser shall receive written notice to this effect and, if possible, of the time at which the Vendor expects delivery to be effected.

If the Vendor is unable to deliver the equipment sold within the time limit agreed or prolonged pursuant to the above stipulation, the Purchaser shall be entitled to annul the purchase.

The Vendor's liability for any losses suffered by the Purchaser as a result of delay or non delivery cannot at any time exceed 10 per cent of the part of the agreed purchase sum of the part of the equipment for which the agreement is being annulled.

Delays on the part of the Vendor caused by force majeure shall not entitle the Purchaser to claim compensation for losses suffered, but merely to annul the purchase pursuant to the stipulations below.

The above limitation of the Vendor's liability shall not apply, if the Vendor has acted in gross negligence.

Even if the Purchaser does not take delivery of the equipment on the date agreed, he shall be under an obligation to pay any charges relating to the delivery, as if delivery of the equipment had in effect taken place. The Vendor shall make provisions for storage of the equipment at the Purchaser's expense and risk. If requested by the Purchaser to do so, the Vendor shall insure the equipment at the Purchaser's expense.

The Vendor may in writing request the Purchaser to take delivery of the equipment within a reasonable time limit.

If the Purchaser does not comply with such a request within the time limit indicated, the Vendor shall be entitled to rescind the agreement, by written notice to the Purchaser, for the part of the equipment ready for delivery which will not be delivered due to the Purchaser's omission. The Vendor shall be entitled to claim compensation for any loss he may have suffered as a result of the Purchaser's omission.

7. PAYMENT

The Vendor's terms of payment are those listed on the invoice.

If the Purchaser does not pay within the agreed time limit, and if this delay is not caused by the Vendor, the Vendor shall be entitled to charge interest on overdue payment from the due date with an interest rate by 1 ½ per cent per month. The place of performance of the Purchaser's obligation to pay shall be the Vendor's business premises.

RETENTION OF TITLE

The equipment sold shall remain the property of the Vendor until such time as it has been paid in full. Payment by cheque, bill of exchange, or promissory note shall not be considered satisfactory payment until the amount outstanding has been honoured in full.

8. RESPONSIBILITY FOR DEFECTS

The Vendor undertakes, for a period of 12 consecutive months after delivery to the first user, to replace or repair the equipment delivered at his own discretion without undue delay, in case of defects in the equipment's design, material or workmanship.

This obligation to remedy shall not apply in cases where defects are a result of the equipment not being maintained or used in full accordance with the Vendor's directions, erroneous or improper use of the equipment, alterations or tampering made without the Vendor's written consent, or extraordinary climatic exposure.

The obligation to remedy shall not cover wearing parts. The obligation to remedy shall not cover costs of assembling and disassembling the equipment.

If the Purchaser wishes to complain against a defect, a written complaint must be lodged no later than eight days after delivery was taken of the equipment.

When the Vendor has received a complaint against a defect which is deemed to fall under this provision, the Vendor shall remedy the defect without undue delay.

If the Purchaser is able to remedy the defect at his own premises, the Vendor's obligation to remedy under this provision shall be considered fulfilled, when a new or repaired component has been sent. Any costs incurred in connection with assembly or disassembly of the new or repaired component are no concern of the Vendor.

If defective goods or components are returned to the Vendor for replacement or repair, such shipment will be at the Purchaser's expense and risk, unless otherwise agreed.

If supplies or components are sent to the Purchaser in connection with replacement or repair, such shipment will be at the Vendor's expense and risk, unless otherwise agreed.

Defective components replaced pursuant to the above provisions must be made available to the Vendor.

The Vendor shall allow the same obligation to remedy to apply to replaced or repaired components of the equipment, under the same terms and conditions as those applying to the original delivery.

However, the Vendor's obligation to remedy shall not apply to any part of the delivery in excess of two years after the equipment was delivered to the Purchaser.

When the risk of the delivery has passed to the Purchaser, the Vendor shall assume no responsibility for defects apart from the obligations described above. The Vendor assumes no liability for any indirect loss, such as loss of profit or time, which such defects may entail for the Purchaser. If the Vendor does not without undue delay meet his obligation pursuant to the above, the Purchaser may impose upon the Vendor in writing a final deadline for compliance. If the obligation has not been met within this deadline, the Purchaser may choose one of the following options:

- a) to have the necessary repairs performed and/or new components produced at the Vendor's expense and risk, subject to these actions being performed in a rational and reasonable manner; or
- b) to demand a proportional reduction of the agreed purchase sum, although not exceeding 15 per cent.

In case of material defects, the Purchaser may choose to annul the agreement by written notice to the Vendor. The Purchaser shall also be entitled to annul the agreement in a similar fashion, if the defect remains material after he has undertaken the initiatives mentioned under a). In the event of annulment of purchase, the Purchaser shall be entitled to claim compensation for his loss. Such compensation shall, however, not exceed 15 per cent of the agreed purchase sum.

The Vendor's responsibility shall not include defects due to materials procured by the Purchaser or constructions stipulated or specified by the Purchaser.

9. LIABILITY FOR DAMAGE OR INJURY CAUSED BY THE EQUIPMENT DELIVERED – PRODUCT LIABILITY

If any equipment delivered by the Vendor causes damage or injury, the Vendor shall be liable for injuries, provided that documentation be presented that the injury happened as a result of the Vendor's actions or omissions. The Vendor shall assume no liability for damage to property or land.

Under no condition shall the Vendor assume liability for operating losses, lost profit or any other indirect loss.

Insofar as the Vendor may be held liable for damages to third parties, the Purchaser shall be under obligation to indemnify the Vendor for any responsibility above and beyond the limits stipulated above. The Purchaser undertakes to be liable to prosecution by the same court which may try claims for damages brought against the Vendor as a result of damage allegedly caused by defects in equipment delivered by the Vendor.

10. EXCLUSIONS – FORCE MAJEURE

The following conditions shall cancel the Vendor's responsibility, if they prevent him from meeting his obligations or if they impose unreasonable burdens on him in meeting his obligations.

Labour dispute, strike, lockout and any other incident beyond the control of the parties, such as fire, war, mobilisation or unforeseen military drafting of a similar extent, sabotage, requisitioning, expropriation, currency restrictions, riots or rebellion, lack of means of transportation, general scarcity of goods, fuel restrictions, and defects in supplies from subcontractors or delays in such supplies due to any of the abovementioned incidents.

The party wishing to invoke any of the above incidents must without undue delay inform the opposite party of the commencement and conclusion of the incident.

Both parties shall be entitled to annul the agreement by written notice to the opposite party, if it becomes impossible to fulfil it within reasonable time limits due to any of the incidents mentioned in this section.

11. DISPUTE SETTLEMENT – JURISDICTION

Disputes arising from this agreement and the provisions attached to it shall be subject to settlement under Danish law, with Holstebro Court/the Western Division of the Danish High Court as legal venue.