

# General terms of sale and delivery for the company

## Anders Pedersen, Maskin- & Specialfabrik A/S

These general terms of sale and delivery shall apply to all goods and service transactions, unless agreed otherwise in writing. Varying provisions of the client do not apply.

### § 1. QUOTATIONS

1.1 All quotations are only valid according to the conditions specified in the specific quotation. If the quotation does not specify a period, the quotation is only open for acceptance within 4 weeks from the date of the quotation.

### § 2. PRICES

2.1 All prices are quoted in DKK and exclusive of VAT. Work is carried out on a time and materials basis, unless agreed otherwise in writing.

### § 3. PAYMENT

3.1 Payment shall be effected within 30 days from the date of the invoice (30 days net), unless agreed otherwise in writing. If payment is effected after the due date, interests will accrue from the due date at a rate of 1.5 % per commenced month. In addition, a fee of DKK 100.00 will be charged per reminder.

### § 4. RETENTION OF TITLE

4.1 Goods supplied remain our property, within those limitations prescribed by statute, until payment has been received in full.

### § 5. DELIVERY

Unless other agreements have been made in writing, delivery is EXW.

5.1 The delivery date stated shall be regarded as our best estimate at the time of the agreement. Delivery up to 8 days after the delivery date stated shall be considered delivery on time, and consequently, the Buyer is not entitled to claim for late delivery. In this case, the Seller is obliged to inform the Buyer without undue delay.

### § 6. DEFECTS AND CLAIMS

6.1 Upon receiving the goods, the Buyer shall immediately inspect them in accordance with proper business practice.

6.2 Any claim regarding defects in the goods supplied must be submitted in writing by the Buyer to the Seller immediately – within 8 days at the latest – when the defects have been or should have been noticed.

6.3 If the Buyer does not make a claim in due time, the Seller shall be released from all liability. The Seller is entitled to take corrective action to remedy the defect. The Seller shall, therefore, always be informed in connection with corrective action.

### § 7. LIMITATIONS OF LIABILITY

7.1 The Seller shall not be liable for operating loss, loss of profits and interest or any other indirect loss, which may occur in connection with entering an agreement, including any indirect loss occurring as a result of delays or defects in the goods supplied. Any claim made by the Buyer may not exceed the invoice amount for the goods in questions.

### § 8 PRODUCT LIABILITY

8.1 Product liability shall be governed according to section 36 in NL92, however, the latter article shall be settled according to venue and applicable law as stated in these terms.

8.2 Despite the aforesaid, any liability for property damage based on product liability shall never exceed DKK 100,000.00.

### § 9 FORCE MAJEURE

9.1 In case of Force Majeure, the Seller shall be released from all obligations under contract. The following circumstance are considered Force Majeure, provided that they prevent fulfilment of the agreement or make the fulfilment unreasonably burdensome: Labour disputes, fire, war, acts of nature, currency restrictions, export and import restrictions.

### § 10 APPLICABLE LAW AND COURT OF VENUE

10.1 Any dispute arising between the parties shall be governed and construed in accordance with Danish law at the court in Horsens.

### § 11 OTHER REGULATIONS

11.1 The International Trade Law (CISG) shall not apply to contracts between the parties.