

CONDITIONS OF SALES AND DELIVERY

1. THE AGREEMENT

Unless otherwise stated by Hans Aa Group A/S (hereinafter called "Seller") in writing, these General Terms and Conditions of Sales shall apply to all offers, sales and deliveries by Seller irrespective of any contradictory terms specified either in the customers order or the offer acceptance.

2. DRAWINGS AND SPECIFICATIONS

Drawings, estimates etc. which Seller work out in connection with quotations or deliveries are the property of Seller, and subject to copyright, but may be used by customer in relation to the order. Drawings, estimates etc. must thus NOT be shown to or handed over to a third party. Any advice or information provided by the Seller in relation to technical solutions shall be deemed a service to the customer for which the Seller shall not be held liable. Seller reserves the right to make changes in design without prior notice due to changing technical production demands and improvements.

3. QUOTATIONS AND ORDER CONFIRMATION

Unless stated otherwise by Seller any offer from Seller shall be valid for 84 days. The customers order shall be order confirmed in writing by Seller and shall be binding on the part of the Seller. Unless the customer has informed Seller of any differences between the order and the written confirmation of the order within three days of the receipt of the confirmation by the customers, the confirmation of the order shall constitute the agreement between Seller and the customer.

4. CANCELLATIONS

The customers cancellation of an agreement relating to standard goods as determined by Seller shall only be valid provided that Seller has received such cancellation in writing no later than 8 weeks before the order confirmed delivery date given by Seller. At oversea deliveries the departure date from the production facilities shall be calculating as the confirmed delivery date. An agreement relating to non-standard goods as determined by Seller cannot be cancelled by the customer after confirmation of the order has been sent from Seller.

5. PRICES

Prices indicated in offers and confirmations or orders are, unless otherwise clearly specified, current DKK prices Ex Works, cf. Incoterms 2010, exclusive of VAT and other applicable taxes. Seller reserves the right to change the price without prior notice due to changes in prices of raw materials, wages, rates of exchange, taxes, duties or the like. Otherwise, Seller reserves the right to change the prices with 30 days notice. In the event of price adjustments between the time of the confirmation of order and the time of delivery, the customer is entitled to cancel the order if the cancellation is made in writing immediately after the receipt of the information of the price adjustment.

6. DELIVERY

Products will be delivered Ex Works, cf. Incoterms 2010. Seller can arrange transport of the goods on behalf of the customer and the total transportation costs according to volume/weight will then be invoiced to the customer. All goods will be delivered packed properly for transportation. Transport insurance shall only be taken out at the customers request and at his expense.

The time of delivery is separately agreed upon for each individual order and shall be stated on the order confirmation.

Seller reserves the right to alter the delivery dates. In such case, Seller is obliged to inform the customer, without reasonable delay, of such alteration and the reason for same. Partial shipments may be effected. Seller shall only be liable for the delay if it is due to gross neglect on their part. Irrespective of the delivery date as stated overleaf, any delivery dates stated shall be approximate. Delays shall not entitle the customer to cancel the agreement.

Exemption: Agreed Incoterms can be DAP, which means that consignee/receiver is responsible for import customs clearance. Depending on country of origin, the consignee/receiver must expect that duty + VAT is applicable. The prices agreed in the contract does not include local import duties + VAT and can not be invoiced to Hans Aa. When Incoterms are DAP, consignee/receiver is responsible for arranging import customs clearance at country of destination. The carrier/forwarder is not able to arrange delivery to the agreed delivery place before custom clearance has been effected. Any potential demurrage/storage caused by late customs release, must be payable by consignee and not by Hans Aa.

7. TERMS OF PAYMENT

The terms of payment mentioned in the invoice are valid unless other written agreement has been made.

If payment is not received by due time, Seller shall be entitled to claim 1.5% interest per month from the date of the invoice.

If Seller has reason to believe that the customer will not be able to fulfil this obligation of payment, Seller shall be entitled to demand adequate security of payment or pre-payment. If adequate security or pre-payment cannot be provided, Seller is entitled to cancel any outstanding deliveries and claim damages.

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8. RETENTION OF TITLE

Any goods remain Sellers property till the full payment, inclusive interest and other related costs, has been received.

9. CUSTOMERS DEFAULT

In the event that the customer does not take delivery of the goods after the agreed delivery date, or in the event that the customer requests postponement of delivery Seller reserves the right to store the goods at the customers own risk and expense.

In the event that delivery is delayed because of changes in prevailing conditions on the part of the customer, the customer shall be liable for all payment to Seller on the date agreed in written order confirmation unless otherwise agreed in writing by Seller. If the customer for any reason, despite a written request from Seller refuses to take delivery of the goods, Seller retains the right to sell the goods in question at the best possible price at the customers expense. This right also applies when the goods in question have been specifically manufactured for the customer.

10. DEFECTS

The products will be delivered according to the customer's specifications and the Seller shall not have any liability related to whether the product is fit for purpose or not.

Seller is to deliver goods as specified in the order confirmation only. Seller is obliged to deliver goods manufactured as per good workmanship and standards, and good quality with regards to materials and preparation.

The customer is obliged to examine the goods upon receipt. Objection against a delivered quantity must be raised in writing within 8 days of receipt, whereas objection against the quality must take place in writing immediately after the defect has been discovered, but no later than 1 month after delivery.

Goods shall be considered to be defective if they do not function properly owing to a fault in material or workmanship or to a material discrepancy from the contract description.

Is the customer able to prove that the goods delivered is defective the Seller has the right to remedy such defects. Seller's remedial actions include labor costs and materials but no other costs e.g. dismantling, transport etc.

The customer is not entitled to return merchandise without the prior written approval of Seller and return shipment must take place freight prepaid.

Where goods are returned and on inspection are found not to be defective, Seller may charge for inspection and handling. Seller retains the right to include used products in any analysis of quality complaints.

If Seller has been duly informed that it has been proven that short shipment has taken place or the goods were defective at delivery and that Seller is therefore liable, Seller shall have the right to elect, without further liability, to exchange the delivered goods for a new delivery.

11. PRODUCT LIABILITY

In the inter parties relationship between the Seller and the customer, the Seller shall not be liable for damages to real or personal property caused by the products delivered.

If a third party makes any such claim against the Seller, the customer shall indemnify the Seller against any losses. The parties shall without delay notify each other if a third party makes a claim.

Seller will under no circumstances irrespective of legal basis of liability be liable for the customers loss of profit, production, contribution margin, clients, orders or indirect losses.

12. FORCE MAJEURE

Seller cannot be held responsible for shortages, lack of or delays in delivery caused by war, riots, civil unrest, terrorists attack, Governmental Intervention or Intervention by another public authority, fire machine damage, strike, lockout, export and/or import restrictions, shortage of labour, fuel or any other reason out of the control of Seller and which causes delay or prevents production or delivery of the goods ordered.

13. LIMITATION OF LIABILITY

The liability of the Seller shall under no circumstances irrespective of legal basis of liability exceed the amount of the products delivered.

14. APPLICABLE LAW AND VENUE

Any disputes arising from or relating to this order shall be governed by Danish law and the agreement shall thus be interpreted and performed in accordance with the rules of Danish laws and disputed shall be settled by the Court of Esbjerg.