

TERMS OF SALE AND TERMS OF DELIVERY

1. Offer and order confirmation

- a. Unless otherwise agreed in writing any offer has a time-limit of one month as from the date of the offer.
- b. Only orders accepted in writing are binding to the DC-System.
- c. Product specification alterations or part specification alterations orally agreed upon regarding orders in hand shall not apply save confirmed in writing by the DC-System.
- d. The data and illustrations included in catalogues, brochures, drawings, etc. constitute an approximate guide only. These data shall not be binding to the DC-System. The DC-System preserves the right to change these data without notice *pari passu* with the technological development.

2. Prices

- a. Prices shall be ex works unless otherwise agreed in writing.

3. Terms of Payment

- a. Net cash unless otherwise agreed in writing.
- b. In case of delayed payment an interest rate of 2% per commenced month shall be paid.

4. Dispatch and insurance

- a. The risk shall pass to the Purchaser in accordance with the Incoterms.
- b. The DC-System shall decide the mode of transportation if it is agreed that the DC-System shall arrange for the transportation to be performed.
- c. The Purchaser shall control that the consignment and the delivery note correspond to his order and shall without delay inform the DC-System of any deviations between the goods ordered and the goods delivered. The DC-System's liability does not apply to losses due to insufficient control or delayed complaint.
- d. Transportation and storage subsequent to the time of delivery ex works shall be at the Purchaser's sole risk and responsibility. The Purchaser shall store the supplied goods in an appropriate manner and protected against damage. It is the Purchaser's obligation to take out insurance of the goods, including windstorm and fire insurance, and to take out insurance against any imaginable consequences of the destruction of or damage to the goods, including insurance against indirect losses as well as direct losses.

5. Times of Delivery

- a. The delivery period stated is subject to strike, lock-out, or act of God, including failing supplies from the subcontractors of the DC-System due to reasons as those hereinbefore stated. The delivery period shall run from the day of the written agreement on the consignment details.
- b. In case of delays in delivery not proven to be caused by negligence for which the DC-System is responsible the Purchaser shall not be entitled to consider the delay a misrepresentation and shall not be entitled to cancel the contract nor to claim compensation and the Purchaser shall meet the terms of payment notwithstanding the delay in delivery.
- c. The DC-System's liability does not apply to consequential losses such as loss of profit or other indirect losses caused by the delay in delivery.
- d. If the Purchaser fails to accept delivery on due date payment shall nevertheless be effected as if the goods had been delivered.

6. Drawings and Descriptive Documents

- a. Drawings and other information submitted by the DC-System remain the exclusive property of the DC-System. They may not, without the written consent of the DC-System, be copied, transmitted, reproduced, or communicated to a third party.

7. In case of mounting

- a. It is presupposed that mounting can be effected as one operation without any noticeable delay caused by other contractors.
- b. Appropriate light and power supply plugs shall be at the disposal of the DC-System at the site (220V 10A for hand tools) and forklifter/crane for unloading of lorry, max. parcel weight 2500 kg.
- c. The mounting site shall be cleared and easily accessible for a lorry with trailer.
- d. If the conditions mentioned in a., b., and c. above have not been fulfilled the DC-System is entitled to have the necessary work done at the Purchaser's risk and expense either by the DC-System doing it themselves or by having it done by a third party, and costs are to be invoiced to the Purchaser.

8. Returned goods

- a. Unless otherwise agreed in writing returned goods will not be accepted.

9. Guarantee

- a. For a period of one year starting from the day of the delivery parts which are defective resulting from faulty materials, construction or design shall be replaced or repaired at the DC-System factory at the discretion the DC-System. During the hereinbefore said period the Purchaser shall be precluded from claiming any other compensation due to misrepresentation. This shall apply also if the defect results from negligence by the DC-System.
- b. The guarantee liability does not apply when the defects are resulting from wear and tear, faulty operation, or defective mounting not carried out by the DC-System.
- c. Should the delivered goods be altered without the knowledge and consent of the DC-System the DC-System shall not be liable for the costs or adverse effects resulting from this alteration as well as the DC-System shall be entitled to denounce any other obligation.
- d. The DC-System shall not be liable for improper handling, and faulty erection and mounting not performed by the DC-System.
- e. The Purchaser shall notify the DC-System in writing without delay of any visible defects or defects noticed at once.

10. Products Liability

- a. The DC-System shall be liable for personal injury or damage to property resulting from defective products and/or services only to the extent responsibility can be imposed on the DC-System. Under no circumstances does the DC-System accept responsibility for working deficit, loss of time, loss of profit, or similar consequential losses.
- b. Under no circumstances does the DC-System accept responsibility for working deficit, loss of profit or other consequential economic loss. The above limitations of the DC-Systems liability will not apply if there is gross negligence. If a third party make a demand against one of the parties about liability for damages under this section this party shall immediately notify the other hereof.
- c. Supplier and buyer are mutually obliged to let themselves be summoned to the court or arbitral tribunal which examines claims made against one of them on the basis of an injury or loss allegedly caused by the supply.

11. Disputes

- a. Any dispute shall be settled pursuant to Danish Law. The competent court of the place where the DC-System has its registered office in Denmark shall have jurisdiction in any action arising out of this contract.