

General sales and delivery terms

Moland A/S

1. General information

These sales and delivery terms shall apply to all offers, order confirmations and deliveries, unless otherwise agreed in writing between Moland A/S and the buyer.

2. Offers/order confirmations etc.

Offers from Moland A/S shall apply for fourteen (14) days unless otherwise specified in the offer.

Offers from Moland A/S shall be subject to the goods being unsold.

If the buyer accepts the offer, Moland A/S shall send an order confirmation. In the event that the order confirmation deviates from the offer, the order confirmation shall be valid for the agreement, unless the buyer forwards a complaint within seven (7) days. However, typing errors etc. excepted.

3. Prices

All prices are without VAT, carriage, packaging and duties etc. unless otherwise specified in the order confirmation.

Moland A/S shall be entitled to claim additional payment in the event that the delivery involves extraordinary work. The amount shall be fixed by Moland A/S.

Moland A/S shall be entitled to make price changes without prior notice. Prices listed in catalogues and price lists etc. are thus stated subject to later revision.

However, Moland A/S shall only be entitled to make price changes to agreements already concluded if the price changes are caused by unforeseen price increases from Moland A/S' suppliers and unforeseen additional expenses relating to the concrete agreement.

The prices stated in Moland A/S' offer or acceptance (order confirmation) and other agreed prices shall thus be based on the prices, currency rates and any other costs involved in the manufacturing and delivery applicable at the time when the offer or agreement was made.

4. Delivery and passing of risk

The place of delivery shall be ex works, unless otherwise stated in the order confirmation.

If the buyer wants the article to be sent, the dispatch shall be at the buyer's account and risk. Transport insurance is not included in the purchase price and shall be taken out solely at the buyer's special request.

5. Payment of purchase price, etc.

The purchase price shall be payable at the time of delivery, as stated in the order confirmation.

If delivery is prevented by circumstances caused by the buyer, this shall not exempt the buyer from paying on the agreed date of delivery.

Payment after the last due day of payment shall be subject to default interest at 2% per month, unless another rate is customary or has been agreed.

Payments from the buyer shall first be spent on the payment of interest.

In the event that payment for delivered goods, etc. is not made on time, Moland A/S shall be entitled to withhold future deliveries to the buyer, irrespective of whether such future deliveries are unrelated to the delivery(ies) for which the buyer has not paid.

Moland A/S shall be entitled to claim security in the form of a banker's guarantee for the purchase price including freight and other payments.

6. Cancellation, modification or return of goods

Unless otherwise agreed in writing, the buyer shall not be entitled to cancel or modify an agreement already entered into with Moland A/S.

If the buyer wrongfully cancels an agreement already entered into wholly or in part, Moland A/S shall be entitled to retain the purchase or claim compensation for lost profit, including any additional expenses involved in the cancellation, from the buyer.

Moland A/S shall not be obliged to take back delivered goods from the buyer unless otherwise agreed separately in writing.

In the event that it has been agreed that the buyer may return delivered goods, the goods shall be unused and without defects and shall

be returned in their original, unbroken packaging. Moland A/S reserves the right to refuse the returned goods if the condition of the goods is not acceptable.

Accepted returned goods shall be credited to the buyer. However, Moland A/S shall be entitled to claim a fee of 30 % of the price of the goods, ex VAT, plus any disbursed transport costs.

7. Installation instructions etc.

The buyer is requested to closely follow the directions of any installation instructions etc. delivered with the goods.

Moland A/S cannot be held liable for erroneous information etc., including information in installation instructions etc. from Moland A/S' suppliers.

If no installation instructions etc. accompany the goods, the buyer shall be responsible for obtaining the information required to use the goods correctly.

8. Time of delivery

Unless otherwise agreed in writing, the time of delivery stated in the order confirmation shall be approximate only for Moland A/S.

In the event that a specific time of delivery has been agreed between Moland A/S and the buyer, and if delivery is nevertheless made too late, the buyer cannot make claims on account of the delay if it is caused by events beyond the control of Moland A/S, including - but not limited to - labour conflicts, unusual weather conditions, suspension of operations, transport problems, import and export bans, disasters, unusual price increases, unforeseen public orders and prohibitions, delays from suppliers, transport companies, etc. See also point 12.

If Moland A/S has accepted to transport the goods to a place specified by the buyer, the goods shall be delivered as close to the designated place as possible, with reservation for unsuitable access roads, etc.

The buyer shall have manpower available to unload the goods.

If waiting time arises owing to circumstances caused by the buyer in connection with the

unloading of the goods, Moland A/S shall be entitled to claim additional payment for the transport plus payment of any other costs related to the waiting time.

If the buyer is not ready to receive the delivery at the agreed time, the transport company shall be entitled – but not obliged – to unload the goods at the designated place. A consignment note or a similar document shall then be considered valid proof that the goods have been delivered to the buyer.

9. Complaints and liability for delays

In the event of delay, the buyer shall immediately forward a written complaint to Moland A/S. Failing that, the buyer shall not be entitled to make any claims on account of the delay.

In the event of material delay, the buyer shall be entitled to terminate the agreement. However, if successive delivery has been agreed, the buyer shall be entitled to terminate the agreement only as far as the delayed lot is concerned, unless the lots are mutually connected in such a way that they cannot be separated.

In the event of delays which cannot be considered material, Moland A/S shall be entitled to perform a subsequent delivery.

In the event of delay, Moland A/S shall only be obliged to pay compensation in case of gross negligence or intent. The amount of the compensation shall be limited to the invoice value of the delayed delivery.

The buyer cannot claim compensation for operating loss, loss of time or any other indirect loss.

10. Examination duty, complaints and storage

The buyer shall examine the delivered goods for defects immediately upon receipt of the goods.

If the buyer does not immediately forward a complaint of defects that were or ought to have been discovered on receipt of the goods, the buyer shall forfeit any claim against Moland A/S related to the defects.

As for defects that were not and ought not to have been discovered on receipt of the goods, the buyer shall complain immediately after finding the defects or after he ought to have found them.

In any event, complaints shall be made within six (6) months of the goods being delivered to the buyer.

If the complaint is not made on time, the buyer shall forfeit any claims against Moland A/S on account of the defects.

If the delivered goods have not been stored/used as directed and in accordance with the directions of Moland A/S, the buyer shall forfeit his right to make a complaint.

11. Complaints and liability for defects

If a complaint of defects is made on time, Moland A/S shall be entitled to remedy or replace the goods at its choice. In the event of remedy or replacement of goods, the buyer shall not be entitled to also claim compensation.

If remedy or replacement of goods is not performed within a reasonable time after receipt of the complaint, the buyer shall be entitled to terminate the agreement. However, if successive delivery has been agreed, the buyer shall be entitled to terminate the agreement only as far as the delayed lot is concerned, unless the deliveries are mutually connected in such a way that they cannot be separated.

If the agreement is terminated due to defects, Moland A/S shall only be obliged to pay compensation in case of gross negligence or intent. The amount of the compensation shall be limited to the invoice value of the delayed delivery.

The buyer cannot claim compensation for operating loss, loss of time or any other indirect loss.

12. Force majeure

In the event of a delay or defective delivery caused by events beyond the control of Moland A/S, including – but not limited to – labour conflicts, unusual weather conditions, suspension of operations, transport problems, import and export bans, disasters, unusual price increases, unforeseen public orders and prohibitions, delays from suppliers, transport companies etc., Moland A/S shall be entitled without liability to postpone delivery or cancel the order wholly or in part at its choice.

The buyer shall be informed thereof in writing at the earliest possible date.

13. Product liability

Moland A/S shall be liable for personal injury under the terms of the Danish Product Liability Act.

Moland A/S shall be responsible for property damage only as far as it can be documented that the damage was due to faults or negligence on the part of Moland A/S or others for whom Moland A/S is responsible.

The liability for industrial property damage shall be limited to max. DKK 3,000,000. Moland A/S shall never be held liable for operating losses, loss of profits or any other indirect loss.

To the extent to which product liability should be imposed on Moland A/S by a third party, the buyer shall indemnify Moland A/S to the extent to which Moland A/S has limited its liability above.

In the event that Moland A/S is liable for product damage, but the damage can also be ascribed to faults committed by the buyer, the liability shall be distributed on the basis of the degree of negligence shown.

The buyer shall have an obligation to have actions/complaints brought against him in the court or arbitration tribunal which hears claims for damages made against Moland A/S by a third party on account of products delivered by Moland A/S to the third party via the buyer.

The seller shall never be liable for operating losses, loss of profit or any other indirect loss.

14. Disputes, venue and choice of law

Any dispute arising between Moland A/S and the buyer shall as far as possible be solved amicably.

If the dispute cannot be solved amicably, it shall be settled by Viborg Court, Denmark, and Danish law shall apply.