

# General terms of sale and delivery 1-99

DAN-doors, a-s, Industrivej 19, Stilling, 8660 Skanderborg, Denmark

## 1. Application

Any sale of DAN-doors a-s products shall be made in accordance with the following general terms of sale and delivery, which supersede any provisions contained in the Purchaser's standard terms unless otherwise agreed by the parties in writing.

The below provisions shall also apply to any assembly and service work relating to DAN-doors a-s products.

## 2. Quotation and order confirmation

2.1. Quotations made by DAN-doors a-s shall be valid for a period of sixty days from quotation date unless otherwise stated.

2.2. An agreement for delivery shall not be regarded as having been made until the Purchaser receives a written order confirmation from DAN-doors a-s.

2.3. Quotations comprising assembly and/or service work at a fixed price shall be conditional upon the Purchaser complying with the assembly and service conditions issued by DAN-doors. The quotation shall comprise only the work specified in the quotation. Any other work shall be deemed extra work to be settled according to the rates in force from time to time as set out by DAN-doors a-s for work performed on a cost-plus basis.

## 3. Product information

3.1. All drawings and technical documentation handed over to the Purchaser before or after the formation of a contract shall remain the property of DAN-doors a-s. The Purchaser shall not without the express written consent of DAN-doors a-s use, copy, reproduce, hand over or by any other means disclose such documentation to a third party for any purpose other than contract performance.

3.2. DAN-doors a-s assumes no responsibility for the Purchaser's choice of supplementary equipment and service, which the Purchaser wishes to use in conjunction with the product, the use and the results thereof.

3.3. DAN-doors a-s reserves the right to change its products without prior notice.

## 4. Prices

DAN-doors a-s reserves the right to adjust agreed prices in connection with considerable exchange rate fluctuations, price increases on materials, government interventions or other circumstances beyond the control of DAN-doors a-s.

## 5. Passing of risk/delivery

5.1. The risk in the product shall pass upon delivery unless otherwise agreed by the parties in writing. The Incoterms applicable from time to time shall form the basis of contracts of carriage.

5.2. If the contract comprises assembly and service work, the risk in this work shall pass at the above-mentioned time of handover.

5.3. The risk in products to be used in assembly work shall pass at the time of delivery of such products. Upon delivery, the Purchaser shall inspect and store the consignment indoors in a dry and secure place, ensuring that the consignment is protected against damage.

5.4. The Purchaser shall ensure unimpeded delivery at the assembly site.

## 6. Terms of delivery; delay

6.1. The agreed delivery time shall be conditional on the parties' full agreement on the subject matter of the Agreement, e.g., approved drawings and confirmed dimensions. If, instead of a delivery date, a delivery period has been specified within which the delivery shall take place, the term shall run from the date when DAN-doors a-s has received every piece of information necessary to ensure contract performance.

6.2. DAN-doors a-s shall not be liable for operational loss, profit loss, loss incurred on stocked goods, loss originating from delays in construction work or other contract work or any other direct or indirect loss.

## 7. Terms of payment, retention of title

7.1. Notwithstanding delivery and the passing of risk, property in and title to the goods shall remain with the seller until the seller has received payment of the full price of (a) all Goods and / or Services the subject of the Contract and (b) all other goods and/or services supplied by the seller to the buyer under any contract whatsoever. Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and the buyer.

7.2. If DAN-doors a-s enjoys retention of title in the delivered goods, the Purchaser shall fully insure such goods at reacquisition value against any damage from the time of the passing of risk until payment of the agreed purchase sum.

7.3. Up until immediately before delivery of the goods, DAN-doors a-s shall be entitled to request a payment bond for the entire purchase sum.

7.4. The above shall also apply to assembly and service work.

7.5. In case of any delays in payment, the Purchaser shall be charged default interest at a rate of 1.5 per cent per commenced period of a month as from the due date. The same default interest shall be charged if the Purchaser is granted an extension of the time for payment.

7.6. The Purchaser shall not be entitled to withhold payment or set off any counterclaims, which have not been approved by the Seller.

7.7. If the Purchaser fails to accept delivery of goods ready for delivery on the date agreed, he shall nevertheless make any payments conditional on delivery as if delivery had taken place.

## 8. Packaging

8.1. The Purchaser shall not be refunded for any return of non-returnable packaging.

8.2. Unless otherwise agreed, any costs or charges incurred in connection with the disposal of packaging shall be of no concern to DAN-doors.

## 9. Payment/intellectual property

The Purchaser shall not acquire the title in and/or copyright or any other intellectual rights to, e.g., software used in the product or any drawings, designs, technical solutions, etc., notwithstanding the product mentioned being developed for the Purchaser on the

Purchaser's own account as the Purchaser shall only acquire the right of use of the products mentioned in connection with the agreed use of such products.

## 10. Complaints

Upon receipt of the goods and prior to product use, the Purchaser shall inspect the delivered goods with a view to ensuring that they are free from defects and that the correct volume has been delivered.

10.1. Complaints concerning damage to the goods originating from transit shall be made immediately to the carrier and to DAN-doors a-s.

## 11. Liability for defects

11.1. Subject to compliance with the agreed terms of payment and timely complaints being made, DAN-doors a-s shall remedy any defect in the delivered product occurring within twelve (12) months of the date of delivery unless otherwise agreed by the parties. This liability shall not comprise defects occurring subsequent to the passing of the risk to the Purchaser.

11.2. The Purchaser shall immediately inform DAN-doors a-s in writing of any defects in the products delivered. Any remedial measures shall be performed exclusively by DAN-doors a-s.

11.3. DAN-doors a-s' obligation to grant free remedial service of product defects and any extended warranties shall lapse for defects originating from product tampering, service performed by any others than DAN-doors a-s service personnel or service personnel authorised by DAN-doors a-s or resulting from overload, incorrect or inappropriate use, installation, operation and maintenance work not authorised by DAN-doors a-s.

11.4. DAN-doors a-s shall not be liable for any direct or indirect loss, including operational loss, profit loss or similar costs and damage.

## 12. Liability for personal injury or damage (Product liability)

DAN-doors a-s shall be liable for personal injury subject to the legislation governing product liability.

12.1. DAN-doors a-s shall be liable only for damage to real and personal property if it can be substantiated that the damage occurred due to error or negligence on the part of DAN-doors a-s or others for whom DAN-doors a-s is responsible.

12.2. DAN-doors a-s shall not be liable for any operational loss, loss of earnings or any other indirect loss.

## 13. Force majeure

DAN-doors a-s' obligations shall be suspended and may lapse if DAN-doors a-s' non-performance is due to circumstances beyond the control of DAN-doors a-s.

## 14. Assembly and service work

14.1. If an agreement comprises assembly and service work, the Purchaser shall ensure that such work can commence on the agreed date and that the work to be performed by the Purchaser and other contractors is planned in such a way that any work to be performed by DAN-doors a-s can be completed without interruptions. Such work may, however, be performed in steps at the discretion of DAN-doors a-s.

14.2. Any extra costs incurred by DAN-doors a-s due to delays of the above work shall be paid by the Purchaser and shall be invoiced separately.

14.3. Assembly work shall be performed in one step. Assembly work may, however, at DAN-doors a-s' discretion be performed in several steps. Before any assembly work is performed, the following conditions shall be met:

- A. The wall opening shall be prepared in accordance with the specifications provided.
- B. The wall opening shall be cleaned of any concrete remains, etc. and form a completely level contact face.
- C. The finished floor shall be cleared and clean in accordance with DAN-door a-s instructions for the assembly site
- D. Any other moulding, smoothing, acid-washing work and painting jobs shall be completed.
- E. The building shall have a complete and impermeable roof.
- F. The building shall have fixing points as shown in the standard drawings provided by DAN-doors a-n and the structure shall be dimensioned to support the door.
- G. The electrician shall have provided electric power supply in accordance with DAN-doors a-s instructions for power-operated doors.

The following equipment shall be at the fitter's disposal:

- a. Cabling to ensure adequate lighting of the assembly site.
- b. 380V 3-phase, 10A fuse and 220V, 1-phase, 16A fuse receptacle routed to the assembly site.

14.4. The Purchaser shall provide the following equipment and services free of charge and at the times specified by DAN-doors a-s: assistance personnel, equipment and facilities for bringing in goods, internal transport at the assembly site, mounting of parts on foundations, cleaning, guards, cranes, scaffolding, fencing, lighting, power, water, pressurised air, heating and oil, etc. The Purchaser shall further provide mobile site huts, etc. for DAN-doors a-s personnel in so far as this is required by the applicable law at no charge to the Seller. The Purchaser shall insure personnel employed by the Purchaser.

14.5. The Purchaser shall inform DAN-doors a-s of the current safety requirements at the assembly site, and DAN-doors a-s shall instruct its dispatched personnel to comply with such safety requirements. Handover shall take place immediately following work completion and any remedial period for defects in the products applied shall run from the handover of such products.

14.6. The Purchaser's liability for defects in the assembly and service work shall be regulated in accordance with section 11.

## 15. Venue and applicable law

In connection with disputes arising out of or in relation to the Agreement made, Danish law shall apply. The venue shall be the Maritime and Commercial Court of Copenhagen (Sø- og Handelsretten). DAN-doors a-s shall, however, be entitled to request that any dispute be settled by arbitration according to Danish law. The arbitration proceedings shall take place in Århus, Denmark. The said arbitration proceedings shall not prevent the parties from seeking restrictive injunctions or other provisional remedies at the appropriate venue.

Stilling, October, 2008