

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1 Technical specifications

1.1 Illustrations and details contained in brochures etc. of the Supplier shall not be binding. The Supplier refers to the drawings enclosed with the quotations.

2 Copyright etc.

2.1 All drafts, drawings and technical documentation handed over to the Purchaser before or after the making of an agreement shall remain the property of the Supplier in accordance with the Danish Copyright Act, the Danish Marketing Practices Act etc.

2.2 Such documents shall not without the permission of the Supplier be used by the Purchaser for any purposes other than the installation, use and maintenance of the equipment supplied.

2.3 Such documents shall not be copied, reproduced or handed over to or otherwise be brought to the knowledge of third parties.

3 Quotations and reservations regarding delivery

3.1 The quotation shall be valid until the expiry of the term of acceptance stated in the quotation, and so that acceptance shall have reached the Supplier within the time limit.

3.2 In the event of the Purchaser requesting concept development, creative presentations, special drawings etc. from the Supplier, a separate fee shall be agreed for the performance of such work.

4 Prices

4.1 All prices quoted shall be valid until the expiry of the quotation.

4.2 The Supplier reserves the right to adjust the quoted prices in the event of any changes in customs duties, exchange rates and duties etc. beyond the control of the Supplier.

4.3 In the event of the Purchaser requesting adjustments or changes in the agreed delivery after the beginning of the work, a supplementary agreement on the extent of and the payment for such work shall be made.

4.4 The minimum order value for Aerovit spare parts is 50 euros.

4.5 For orders below this amount, a handling fee of 30 euros will be charged.

5 Terms of delivery

5.1 Any agreed terms shall be interpreted pursuant to the Incoterms in force at the time of making the agreement.

5.2 Unless otherwise agreed, the products shall be delivered "ex works", and the dispatch shall be effected for the Purchaser's account and risk.

6 Delay by the Supplier

6.1 In the event of the Supplier realising that the Supplier will not be able to meet the agreed time of delivery, or if a delay on the Supplier's part must be deemed to be likely, the Supplier shall without undue delay inform the Purchaser thereof in writing, at the same time stating the reason for such delay and, if possible, a time when delivery must be expected to be possible.

6.2 In the event of the delayed delivery being due to any of the circumstances set out in Clause 14 (force majeure) or to actions or omissions on the part of the Purchaser, the Supplier shall be entitled to postpone the time of delivery to the extent deemed reasonable in view of the circumstances.

6.3 This provision shall apply regardless of whether the cause of delay occurs before or after the expiry of the agreed time of delivery.

6.4 The Purchaser shall not be entitled to rescind the contract owing to a delay of delivery attributable to the Supplier unless the delay exceeds three months.

6.5 The Purchaser shall not be entitled to set up a claim for damages due to a delay attributable to the Supplier.

7 Terms of payment

7.1 Payment shall be effected no later than on the due date stated in the invoice.

7.2 In the event of payment not being effected by the Purchaser on time, the Supplier shall be entitled to charge interest on overdue payment as from the due date at the rate of 1.5 per cent per month or part thereof.

8 Returns

8.1 Products shall not be returned without prior agreement to this effect and only against payment of a return charge of 20 per cent of the invoice price of the products.

8.2 Custom-made products or specially procured products shall not be returnable unless expressly stated in the quotation.

9 Packaging

9.1 The cost of any packaging debited to the Purchaser shall be refunded by the invoice price without any deductions provided that such packaging is returned to the Supplier's address in undamaged condition and carriage paid within three months of the date of the invoice.

10 Defects and non-conformities

10.1 The Supplier shall only be liable for such defects and non-conformities as can be attributed to the Supplier.

10.2 The Supplier shall not be liable for any defects and non-conformities caused by incorrect use or operation of the products supplied or by wrongful information provided by the Purchaser.

10.3 Furthermore, the Supplier disclaims liability for defects and non-conformities due to wrongful information, drawings and calculations which have not been corrected by the Purchaser despite the Purchaser having been requested to check this.

10.4 The liability of the Supplier shall be limited to defects and non-conformities which appear within a period of two years from the date of delivery.

11 Warranty and limitations of actions

11.1 The products provided by the Supplier shall be covered by a warranty for 12 months as from the date of delivery when used under normal working conditions.

11.2 Subject to the above, the Supplier undertakes, at the Supplier's own discretion, to carry out any necessary repairs or replace the products as soon as possible within normal working hours.

11.3 The warranty shall, however, not cover defects and non-conformities due to normal wear and tear, inadequate maintenance or incorrect treatment.

11.4 Furthermore, the Supplier shall not be liable for any additional loss or consequential damage unless otherwise agreed.

12 Complaints

12.1 The Purchaser shall be obliged to inspect the products immediately upon receipt to ensure that they are in conformity with what the parties have agreed.

12.2 In the event that such inspection leads to the establishment of any non-conformities or visible defects, the Purchaser shall complain thereof in writing within eight days.

12.3 In the event that the Purchaser fails to observe the above deadlines, the right to complain shall lapse.

12.4 This shall also apply if such defects or non-conformities should have been established during such inspections.

12.5 In the event of any hidden defects or non-conformities in the products delivered, the Purchaser shall be obliged to complain about such defects immediately after observing them.

12.6 In the event of the Purchaser failing to do so immediately, the right to complain shall lapse.

12.7 Any complaints made by the Purchaser shall not entitle him to withhold payment for any delivered products.

13 Product liability

13.1 The Supplier shall be liable for damage caused by the products only in so far as it can be proved that such damage is attributable to the Supplier or the Supplier's employees.

13.2 The Supplier shall, however, never be liable for any operating loss, loss of profit or any other indirect losses. The liability of the Supplier for damage to property shall not exceed the agreed price.

13.3 To the extent that the Supplier might be held liable in connection with the Purchaser's use of the products, including resale, the Purchaser shall be obliged to indemnify the Supplier for any damages in excess of the agreed limits. The Purchaser shall be obliged to have proceedings brought against him before the same court of law hearing the question of the product liability of the Supplier.

13.4 Furthermore, the liability of the Supplier shall be conditional upon the display of gross negligence on the part of the Supplier.

14 Force majeure

14.1 The Supplier shall not be liable for any non-performance of the Supplier's obligations if such non-performance is attributable to any of the following circumstances preventing performance or making it unreasonably burdensome:

Labour disputes or any other circumstances beyond the control of the Supplier, such as for example fire, war, mobilisation or the unforeseen

calling-in of military personnel of a similar scope, requisition, sequestration, foreign exchange restrictions, uprisings, civil unrest, lack of transport unless such shortage could have been foreseen by the Supplier, general scarcity of products and defects or delays in deliveries from sub-suppliers attributable to any of the above-mentioned circumstances.

14.2 In the event that any of above-mentioned circumstances has occurred before the making of the agreement, it shall exempt the Supplier from liability only in so far as its influence on the performance of the agreement could not have been foreseen by the Supplier at the time of the formation of the agreement.

14.3 The Supplier shall, if it wishes to invoke an exemption pursuant to this clause, as soon as possible and in writing inform the Purchaser of this exemption.

14.4 Notwithstanding the contents of the present general terms and conditions of sale and delivery, either party shall be entitled to rescind the agreement by notifying the other party in writing in the event of the fulfilment of the agreement being hampered for more than six months by any of the events mentioned in the present clause.

15 Other agreements

15.1 Any further obligation than the above-mentioned obligations shall be binding for the Supplier only in so far as such obligation has been accepted by the Supplier in writing.

16 Disputes

16.1 All disputes arising out of the present contract shall be settled in accordance with Danish law.

16.2 All proceedings shall, at the discretion of the Supplier, be instituted before the venue of the Supplier or the Purchaser.