



GENERAL TERMS AND CONDITIONS OF PURCHASE

1 OFFER AND AGREEMENT

1.1 The parties has entered into this sales agreement as soon as the Buyer's written notice of accept has been received by the Seller.

2 PRICES

2.1 The price payable for the fender(s) specified in the purchase order are stated in DKK currency. Hence, all invoices shall be issued in DKK currency, unless other currency is agreed.

2.2 Unless otherwise expressly agreed, none of the following entries are included in the agreed price: VAT, shipment, mounting, dismantling, maintenance, expenses regarding the obtainment of certificates and installation.

2.3 Any payment, unless otherwise is agreed, falls due on the last banking day of the month dated in the invoice.

2.4 The Seller will deliver the fender(s) when the invoice has been paid. If agreed by the Seller, the fender(s) may be delivered before the due date in which case the Seller may choose to demand security for the payment in the form of a bank guarantee.

2.5 Apart from the agreed price between the parties, the Seller may require further payment when the following incidents occur (the list is not to be considered exhaustive):

a. Extra work caused by incomplete, unfit or insufficient tender documents deriving from the Buyer,

b. Extra work caused by the Buyer's request for editions in the ordered fender(s),

c. Extra work falling within the scope of a new agreement between the parties,

d. Storage, handover, handling and/or shipment of the fender(s) during a delivery which has been delayed because of incidents attributable to the Buyer, including accidental incidents which may occur after passing of risk has taken place, cf. article 4.

3 DELIVERY

3.1 The Seller shall deliver the fender(s) to the place which the Buyer designates. Should the Buyer fail to take charge of the fender(s) on arrival, the Seller shall be entitled to demand the fulfillment of the contract and payment of the agreed price.

3.2 Unless otherwise expressly agreed in writing, the Seller is not obligated to mount or install the fender(s).

3.3 The Buyer shall immediately inspect the quantity and quality upon delivery of the fender(s). Upon discovery of any unacceptable quality of the delivered fender(s) or excess or shortage of the quantity, the Buyer shall notify the Seller in writing of such effect within one (1) week after delivery. Any delay in the notification shall exempt the Seller from all responsibilities.

3.4 Upon the Seller's receipt of notification in the preceding paragraph, the Seller shall confirm the excess or the shortage of the quantity. In the event the shortage of the quantity is attributable to the Seller, the Seller shall supply the Buyer with the applicable shortage free of charge, or the Seller shall reduce the claimed price. In the event of an excess of the quantity, the price of the excess shall be determined after due consultation between the Seller and the Buyer.

3.5 All shipments are delivered at the expense of the Buyer.

4 PASSING OF RISK

4.1 The risk of accidental loss of or damage to the fender(s) is on the Buyer as soon as the Seller has handed over the fender(s) to the Buyer *or* as soon as the Seller has handed over the fender(s) to a carrier, including a carrier being the Seller's employee, for transmission from the place concerned *or*, if the fender(s) are carried by ship, when the fender(s) are on board the ship.

4.2 Hence, the risk of loss from any casualty of the fender(s), regardless of the cause, will be the responsibility of the Buyer as soon as the Seller has handed over the fender(s) in accordance with clause 4.1.

5 RETENTION OF TITLE

5.1 To the greatest extent possible under Danish law, the fender(s) shall remain the property of the Seller until payment has been fully invoiced and paid.

6 INTELLECTUAL PROPERTY RIGHTS

6.1 The intellectual properties, such as know-how, copyrights, patents, and other information and documents (data such as design manuals, work execution certificates and brochures, including electronic media), regarding the fender(s), shall always belong to the Seller, and any reproduction by the Buyer shall be prohibited without any prior written approval deriving from the Seller.



7 DEFECTS

- 7.1 The Seller warrants that there is no original error or failure of the fender's properties at the time of production for twelve (12) months after shipment of the Seller.
- 7.2 The Seller reserves the right to provide supplementary performance when it is found that there is an original error or failure of the fender's properties at the time of production. If any necessary dismantling and/or mounting causes any interference with any other materials, the Seller is not responsible for any further costs regarding such matters.
- 7.3 If the Seller does not repair the error or failure within 6 months from receipt of the complaint deriving from the Buyer, cf. clause 7.5 and 7.6, the Seller will compensate the amount of the necessary repair cost.
- 7.4 The responsibility of the Seller regarding defects is restricted to defects which have occurred within one (1) year after shipment of the Seller. If the fender(s) are being used more intensively than presupposed at the time of the parties' agreement, the said one year period shall be shortened proportionally.
- 7.5 The Buyer is obliged to give a written notice to the Seller within seven (7) days upon the discovery of the invoked defect. If the Buyer does not comply with the time limit set forth under this clause, such failure shall be construed as a waiver of rights under this agreement.
- 7.6 The written notice mentioned in clause 7.5 shall contain all necessary data needed by the Seller to evaluate the claim: Exact name and number of the claimed product, its amount, reason for complaint and at least one picture of the claimed feature. If such information is not given in the written notice, such failure shall be construed as a waiver of rights under this agreement.
- 7.7 If the Buyer gives written notice in accordance with clause 7.5, and no defect is found in the delivered fender(s), the Buyer is obligated to pay a sum of minimum DKK 5,000 to the Seller. If the Seller proves that the Seller's expenses regarding examination of the fender(s) exceed DKK 5,000, the Buyer is obligated to pay such higher sum.
- 7.8 Unless otherwise agreed, necessary transport of the fenders and/or parts thereof to and from the Seller in connection with the remedying of defects shall be at the risk and expense of the Buyer.
- 7.9 The fender(s) shall be handled, maintained, stored and installed according to the Seller's guidelines. If the Buyer fails to observe the mentioned guidelines, the Seller cannot be held responsible regarding any invoked defects. E.g., the fender(s) may not be used as soon as red rubber appears on the fender(s). If the Buyer nevertheless does not remove the fender(s) under these circumstances, the Seller cannot be held liable under any circumstances.
- 7.10 Color fading of paint may occur due to weather and other influences, and is not a defect.

8 PRODUCT LIABILITY

- 8.1 If it is found that the fender(s) have a defect that causes or may cause damage to human life, body or properties, the finding party shall immediately notify the other party hereto in writing of such effect. In this case, the Seller will compensate the amount of the repair cost to the Buyer.

9 EXEMPTION OF LIABILITY

- 9.1 The Seller shall not be liable for any special, indirect or consequential damages, including loss of business, product will, revenue or profits.
- 9.2 In any case, the responsibility of the Seller can never exceed 100 percent of the contract price.
- 9.3 Neither party can be held responsible for non-fulfilment of this agreement, provided that a particular party proves that the non-fulfilment is caused by force majeure, including fire, export and import prohibitions, currency restrictions or other obstructions beyond its control which it could not reasonably have avoided or limited.
- 9.4 The party who does not fulfil the Agreement because of force majeure is obligated without delay to inform in writing the other party of the obstruction(s) and the implication of this for the fulfilment/performance of the agreement. This party is furthermore obligated to loyally co-operate in the limitation of the consequences in a force majeure situation.
- 9.5 In case the force majeure situation is not expected to be brought to a termination within six (6) months, the other party is entitled to cancel this Agreement by written notice.

10 GOVERNING LAW AND VENUE

- 10.1 The validity, interpretation and performance of the agreement shall be governed by the substantive law of Denmark.
- 10.2 The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to this agreement
- 10.3 Any dispute arising out of or in connection with this contract, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administrated by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The language to be used in the arbitral proceedings shall be Danish. The place of arbitration shall be Lemvig, Denmark.