

## Conditions for Sale and Terms of Delivery:

Unless other written agreement exists, the following conditions will be applied.

### Product Information, Drawings and Descriptions:

Drawings and descriptions, drafts etc. entrusted the buyer will remain the property of the seller, and must be returned in its full extent after use. Copying, entrustment or other sorts of information to third party are subject to permission from seller.

### Order:

An order will be binding for us only after written accept in form of an order confirmation.

### Delivery:

Delivery will take place ex our works and on buyer's account and risk. If the buyer has given no written instructions regarding dispatch, the seller will decide on route and means of transport in the best way.

### Prices:

Seller's prices are based on the market prices of raw material, materials, wages, and rates of exchange current at the time of offer, and if seller arranges dispatch - freight, insurance, and customs duties. Seller reserves the right to regulate the prices in case of price increases beyond seller's control.

### Assembling:

If seller is in charge of assembling in connection with delivery, the buyer is responsible for procuring and paying for the permissions from any authority, make the necessary wirings, installations, etc., to ensure assembling may take place without hindrances of any kind.

The buyer must, at the request of the seller, before assembling is begun, document that these preparations have been made. The buyer will effect the necessary and usual insurance covering the assembling, and see to it that seller is covered by the policy.

### Time of Delivery:

Times of delivery agreed upon are subject to the seller having received in due time from the buyer the information necessary to implement the order. The seller will assume no responsibility for

delays of deliveries - fully or partly, due to strikes, lockouts, force majeure or other conditions beyond his control.

### Reservation of Ownership:

The items invoiced will remain the property of the seller, SH Group as, until the whole purchase sum has been paid.

### Payment:

Unless other agreements have been made, the goods must be paid for when dispatched. If payment is delayed, 1 3/4% interest of the balance due will be charged. Interest is calculated at the end of each month.

### Responsibility for Deficiencies:

The buyer is obliged to examine the items immediately upon receipt. Complaints must be made without delay, and at the latest within 8 days after receipt. If deficiencies in the goods are found, the seller has the right to correct any faults or to replace the goods with faultless, similar ones, according to his own choice. The replacement or mending must be made as soon as possible. If the seller does not make use of this right, the buyer may, according to his own choice, cancel the agreement and return the goods or, if the faults are only of a minor character, demand a proportional price reduction. In either case seller remains without responsibility for faults and deficiencies due to wrong handling, transport, storing, assembling, or errors and negligence from others than himself or his employee. Alterations and technical interferences of any kind by anyone but seller's employees or without his written accept, will exempt seller of any responsibility. Seller may under no circumstances be held responsible for, or claimed for compensation due to deficiencies, except for the ones mentioned above regarding replacement and repairs. The seller is not responsible for loss of production or profits or any other kind of loss.

### Product Warranty:

The seller is responsible for injury to persons only, if it can be proved that the injury has

been caused by fault or negligence of his, in form of incorrect constructions, production or assembling. For damage to chattels, seller will pay compensation, if it is proved that the damage has been caused by gross negligence by the seller in connection with construction, production, control of supplies from subcontractors or assembling. The seller is under no circumstances responsible for loss of production, time, profits, earnings, or any other indirect losses. The seller is not responsible for damage caused by the supplied goods on real estate or chattels, on products manufactured by the buyer, or products in which these may be parts, neither for damage to real estate or chattels caused by these products because of the supplied goods. To the extent the seller is subjected to product warranty towards a third party, the buyer is obliged to indemnify the seller to the same extent as seller's responsibility has been limited by the foregoing. If a third party makes a claim for damages against either party, this party must immediately inform the other party of this. The seller and the buyer are mutually obliged to be sued at a court of law which tries claims for damages, made against either of them on account of injury, claimed to be caused by the supplied goods. The relation between buyer and seller, however, is always to be settled by arbitration according to the following terms about venue and choice of law.

### Returns:

Goods returned are only accepted according to previous, written agreement.

### Disputes:

Disputes in connection with the agreement and anything related are not to be submitted to court of law, but must be settled by arbitration according to the Danish legal regulations of arbitration. The court of arbitration is to be set in the jurisdiction of the seller. Any matter occurring from the agreement must be settled according to Danish law.

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