



## Brodersen A/S

### Terms and Conditions of Sale

#### 1 Standard Conditions of Sale

1.1 All quotations are made and orders accepted by us subject to the following conditions notwithstanding anything which may be stated to the contrary by the Customer or by us unless otherwise agreed by us in writing.

1.2 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by us shall be subject to correction without any liability on our part.

1.3 If the quotations or orders concern several deliveries or successive deliveries we reserve the right to change the terms and conditions of sale with notice of three months.

#### 2 Orders and Specification

2.1 The Customer shall be responsible to us for ensuring the accuracy of the terms of any order or specification submitted.

2.2 We reserve the right to make any changes in specification of goods which are required to conform with any applicable safety or other statutory requirements or where goods are to be supplied to our specification which do not materially affect their quality or performance.

#### 3 Prices

3.1 All prices quoted are in Danish Kroner (DKK) / Euro (EUR), exclusive of VAT and valid for thirty days only, after which they may be subject to alteration without prior notice.

3.2 Prices charged will be those current at the time of despatch of the goods.

3.3 A variation in quantity ordered may result in an adjustment to the prices.

3.4 If the quotations or orders concern several deliveries or successive deliveries we reserve the right to change the prices due to changes in exchange rates, costs of labour, materials, freight, insurance etc.

#### 4 Delivery

4.1 Every effort will be made by us to fulfil promises of delivery but we do not accept any liability for failure to do so.

4.2 Delivery is Ex Works in accordance with Incoterms 2010.

4.3 The time of delivery is determined by us to the best of our abilities at the time of entering into the contract.

4.4 If the delivery is delayed by circumstances beyond our control as specified in subsection 14 below we reserve the right to postpone the delivery by the duration of the hindrance regardless of whether the hindrance arises before or after the agreed time of delivery.

#### 5 Insurance

The Customer shall insure the goods from the time of delivery until the price of goods has been wholly paid to us.

#### 6 Packing

6.1 The goods will be supplied by us in the packing normally used.

6.2 Packing shall only be accepted in return by separate prior written consent.

#### 7 Returns

7.1 Goods supplied in accordance with Customer's purchase order cannot be accepted for return without prior written consent. Such consent shall be on terms that the Customer shall pay for all losses, costs and damage incurred by us.

7.2 All returned goods must be sent carriage paid.

7.3 We reserve the right to levy handling charges where goods are returned for credit or replacement if the reason for return was not our fault.

#### 8 Payments

8.1 Payments must be received by us no later than the payment date stated on the invoice.

8.2 Any permitted cash discounts will be disallowed if payment is not received by the due date.

8.3 We reserve the right to charge interest on any money overdue (both before and after any judgement) at the rate of



6% per annum above The Danish National Bank's base rate until full payment has been made.

8.4 We reserve the right to suspend deliveries and to terminate the contract if payment (including any costs and interests) is not paid in full.

## 9 Title

9.1 Notwithstanding delivery of the goods the legal title shall remain in us until the price of the goods shall have been wholly paid by the Customer and until any other sums whatsoever which are due from the Customer to us under any contract shall have been wholly paid without any deduction or deferment on account of any disputes or crossclaims whatsoever.

9.2 Until the contract price has been paid in full the Customer shall hold the goods as bailee and trustee owing fiduciary duties to us and the Customer shall store such goods at no cost to us and marked so that they are clearly identified as belonging to us.

9.3 If any payment is overdue we may (without prejudice to any of the other rights and remedies) recover and resell any or all of such goods and may enter upon the Customer's premises for that purpose.

9.4 The Customer shall be entitled to sell and effect delivery to third parties in the normal course of its business but the proceeds of such sale or sales shall whenever any sum whatsoever is due to us be held in trust for us and on such sale/delivery the Customer is deemed to assign to us absolutely (and we hereby accept such assignment) for the benefit of any claim which the Customer has against any third party arising from such sale and/or delivery.

9.5 In the event of the appointment of a Receiver or Liquidator, or the making by the Customer of any composition with its creditors or the diminution by any clearing bank of the total sum of any overdraft facilities extended by that clearing bank to the Customer, the Customer shall pay into a separate bank account any sums received from any third party in respect of sales to them of goods by the Customer up to the amount of indebtedness of the Customer to us for our sole benefit.

## 10 Insolvency of the Customer

10.1 This Clause applies if:

10.1.1 The Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or

(being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or

10.1.2 An encumbrance takes possession or a Receiver is appointed to any of the property or assets of the Customer or

10.1.3 The Customer ceases, or threatens to cease to carry on business or

10.1.4 We reasonably apprehend that any of the events mentioned is about to occur in relation to the Customer and notify the Customer accordingly.

10.2 If this Clause applies, without prejudice to any other right or remedy available to us, we shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Customer and if the goods have been delivered but not paid for, the price shall become immediately due and payable, notwithstanding any previous agreement or arrangement to the contrary.

## 11 Guarantee

11.1 On receipt of the goods the Customer must immediately examine the goods and on discovery of any faults or defect, forthwith furnish us and the carrier with written notification thereof.

11.2 Subject to the Customer's due performance of all his obligations under the contract we guarantee that any item of goods will work satisfactorily for a period of 12 clear calendar months from date of setting to work of such item but not longer than 18 months from date of our notification of readiness for despatch.

11.3 Parts repaired or replaced are covered by the guarantee mentioned above in 11.2, however the guarantee can under no circumstances exceed 24 clear calendar months from our notification of readiness for despatch.

11.4 Upon the Customer within the period of the guarantee furnishing us with written notification reasonably quickly after their discovery of any fault or defect in the goods or parts thereof, upon the same being established to our satisfaction, we shall use our best endeavours, free of charge, to repair, remedy or replace such goods or parts.

11.5 Performance of the guarantee by us will be effected in our workshop, the Customer bearing the cost of carriage of the goods or parts from and to his place of operation and the cost of replacing the goods.



11.6 This guarantee is given in lieu of all conditions, warranties or other terms as to description, fitness for purpose, condition, merchantability, quality or otherwise in respect of the goods, works or packing, whether the same be expressed in the contract or whether the same be implied by common law, custom or statute.

## **12 Limitation of Liability**

Apart from our obligation to repair, remedy or replace goods in accordance with the terms of the guarantee mentioned above in section 11, we accept no liability for damages in connection with products supplied, howsoever arising (including, without limitation, for breach of contract, for negligence or other tort, or concerning the use or inclusion of any product, document, material, idea, data or other services provided), and shall under no circumstances have any liability, howsoever arising, for damages in respect of loss of profit or contracts or for any other indirect or consequential loss or damages.

## **13 Force Majeure**

We shall be under no liability if we are unable to carry out any provision of the contract for any reason beyond our control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation of furtherance of a dispute or owing to any inability to procure materials required for the performance of such a contract. During the continuance of such a contingency the Customer may, by written notice to us, elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

## **14 Legal Construction**

The contract shall in all respects be construed and operated in conformity with Danish Law. The venue for all legal actions shall be The Maritime and Commercial Court in Copenhagen, Denmark.