

# General terms and conditions of sale and delivery

Offers and contracts of sale shall only be binding on us if at the receipt of the final, specified order we have or can provide the goods at the prices, rates of exchange, and on the terms of delivery and other conditions with which we have calculated and on which we have based the offer or the contract of sale, respectively, even though the purchaser may not be cognizant of these. In case of any discrepancies between order and order acknowledgement the quantities, times and prices stated in our acknowledgement shall be operative unless the purchaser objects immediately.

## Rates of exchange:

If the price is based on a foreign currency, the rate of exchange with which we have calculated will be stated in the offer, and we shall reserve the right to calculate the price in accordance with the rate of exchange which we ourselves have to pay. We reserve the right to debit the purchaser for any increase in the freight rates, duty and other expenses with which we have calculated.

## Change of price:

Any order for delivery ex works shall be subjected to acceptance and delivery from our supplier on the terms and conditions on which we have based our offer. If after accepting the order the supplier should fail to execute this or should make additional claims for its execution, we shall be obliged to the best of our ability to seek the order carried through on the terms accepted. But if this should fail we reserve the right to withdraw from the contract.

## Time of delivery:

The times of delivery have been quoted to the best of our judgement and will be attempted observed. If delivery is not effected in due time and the reason is war, unrest, strikes or lock-out, machine failure, fire, general shortage of raw materials or sub supplies or any other circumstances beyond our control, we shall not be held responsible for the delay and the purchaser shall not be entitled on this account to claim damages or to cancel the order. Any material or information which shall be provided by the purchaser pursuant to the contract, such as the forwarding of trade samples, packaging samples, dimension sketches, weight specifications or the like, shall reach us by the time agreed in order that the time of delivery can be observed. Otherwise, we shall reserve the right to postpone the time of delivery.

## Forwarding:

All goods will be forwarded at the purchaser's risk and if the order does not indicate any mode of transportation, this will be effected to our best judgement and without liability for any freight differences. If the contract should moreover include erection, the purchaser shall be required immediately on receipt on the goods to inform us of any damage in transit so that the damage can be repaired before the erector arrives. If this condition is not observed, we shall reserve the right to invoice travelling expenses and travelling time at our current rates.

## Mounting / Installation:

The buyer shall be responsible that building work, if any, has been completed and that the place of erection has been cleared so that the erection, which takes place within the normal working hours, can proceed without hindrances. If the erection is delayed at the place of delivery for reasons for which we cannot be held liable, the purchaser shall pay all additional costs caused by such delay. If nothing else to the contrary has been stated in our order acknowledgement, it shall rest upon the purchaser to make truck assistance available at the unloading and to provide scaffolds and ladders. It rests moreover on the purchaser to provide dry, lockable premises for the storage of components and tools near the place of erection.

## Guarantee:

On products manufactured by us we grant a 12-month guarantee at 8 hours' daily operation. On parts purchased we grant the same guarantee as the one granted to us by our sub supplier. If within the guarantee period any defects should be found in a component, this shall be demounted and forwarded to us on the purchaser's account, and we shall then correct the defect and return the component to the purchaser on our own account. Claims for any other compensation than the above or for damages owing to faulty material, workmanship or erection cannot be accepted.

The guarantee shall no longer apply:

- if the goods supplied are used for other purposes than those implied by us
- if changes, replacements or repairs are carried out on the goods supplied without our approval
- if the goods supplied are not properly maintained
- or if the goods supplied are in way treated incorrectly

## Liability for Damage to Property Caused by the Goods:

The Buyer shall indemnify and hold the Seller harmless to the extent that the Seller incurs liability towards any third party in respect of any damage for which the Seller is not liable towards the Buyer according to the second and third paragraphs of this Clause.

The Seller shall not be liable for loss or damage caused by the goods

- a) to any (movable or immovable) property where the damage occurs while the goods are in the Buyer's possession, or
- b) to products manufactured by the Buyer or to products of which the Buyer's products form a part or for loss or damage to any property where the damage is caused by these products because of properties in the goods.

The Seller shall under no circumstances be liable for loss of production, loss of profit or any other consequential economic loss. If a claim for loss or damage as described in this Clause is raised by a third party against either party to the contract, the latter shall forthwith notify the other party thereof.

## Returned goods:

Goods returned shall only be accepted upon previous arrangement.

## Complaints:

Complaints shall be made in writing within 8 days of receipt of goods or invoice. Claims concerning the goods supplied can only be raised against CALDAN Conveyor A/S.

## Payment:

Delivery will be effected through CALDAN Conveyor A/S and payment with full discharge can therefore only be made to this company. If payment is not effected in due time, an interest of 2% will be added per commenced month.

## Ownership reservations:

CALDAN Conveyor A/S retains ownership to the goods as per this order confirmation and invoice, until full payment has been received.

## Venue:

Disputes which cannot be settled amicably between the parties shall be brought before the court of Aarhus, which court shall also be the venue in case of non-payment.