

1. APPLICATION AND VALIDITY

These terms of sale and delivery shall apply to any and all sales and orders from Cogétil Scandinavia APS, hereafter named Cogétil, unless other terms have been agreed upon in writing with Cogétil's other contracting party. Any variation from the present terms of sale and delivery, listed in a buyer's order or the like, shall not be considered as a part of the basis for the contract between Cogétil and the buyer, unless a written accept from Cogétil exists.

2. OFFER

When Cogétil places an offer that do not state a time limit for acceptance, the offer will be annulled in case a written confirmation has not been received by Cogétil at the latest four weeks after the date on which the offer was made.

3. RETURNS/CANCELLATION

- Returns are only accepted by prior agreement with Cogétil. Shipping expenses shall be covered by the buyer and shipping be done at the buyer's risk.
- In case of cancellation, Cogétil has the right to invoice the buyer an amount equaling to 20%, as a minimum, of the purchase price for purchased materials, spent labour and loss of profit.

4. PRICES AND DISPATCH FEES

- Unless otherwise stated, prices are ex warehouse as well as exclusive of VAT, packaging, and installation.
- In the following cases, Cogétil makes explicit reservations on an increase of the price given in the offer:
 - Price increases of any kind, of more than 3% from the time of signing of the contract to the agreed upon time of delivery.
 - Changes in taxes or rates of duty.

In the abovementioned cases, Cogétil is entitled to regulate the price with the total difference.

Cogétil is entitled to charge a dispatch fee on all orders under DKK 500,00.

5. INSTALLATION

- Any assistance from a field service engineer during installation, apart from the services that are listed in the order confirmation, will be charged the installation rate in force at the time in question.
- In the case that a Cogétil field service engineer, upon arrival at the buyer or the buyer's customer, is prevented from doing his job, and this is not due to any circumstances of Cogétil, Cogétil is entitled to charge the buyer for used expenses for transportation and hours of work.

6. TERMS OF PAYMENT/PROPRIETARY RIGHT

- Payment must be made in cash at the latest net 15 days from the date of invoice or with reference to the order confirmation.
- Until payment of the price in full, Cogétil retains ownership of the goods in each and every aspect. Has the buyer not, at the latest one month after the due date, paid the outstanding amount, Cogétil is entitled to annul the contract via a written statement addressed to the buyer. Furthermore, Cogétil is entitled to maintain the abovementioned ownership reservations as well as charge any interest on overdue payments and compensation for the damages that Cogétil may have suffered.
- After the date of payment, Cogétil may charge interests of the outstanding amount at a rate of 2% per month.
- Furthermore, any delay in payment gives Cogétil the right to withhold any additional orders until payment has been received, as well as demand adequate guarantee for the security of future orders. Additionally, Cogétil has the right to annul the contract and demand compensation for any loss on account of the buyer's failure of payment, including loss of profit.
- At delivery and installation of a partial shipment, Cogétil reserves the right to invoice the buyer on account for the individual partial shipment.
- The buyer is not entitled to deduct from the purchase price with any claim that has not been accepted in writing by Cogétil.

7. SHIPMENT AND INSURANCE

- Shipment and insurance occur with reference to Incoterms, "Ex Works".
- In case Cogétil shall deliver materials and perform the installation, it rests with the buyer to ensure that an all risks insurance policy has been taken out from the part of the buyer or the developer and that the insurance coverage is of such a size that all of Cogétil's materials are covered in case of an insurance event. Cogétil can demand documentation proving that an all risks insurance has been taken out before any installation is done.
- During work done by Cogétil on an existing structure or facility, it rests with the buyer to ensure that Cogétil is co-insured on the developer's buildings insurance, contents insurance and business interruptions insurance so that in case of loss, no claims/claim for contribution can be raised against Cogétil.

8. DELIVERY TIME

- In case a specific time of delivery has not been agreed upon between Cogétil and the buyer and instead a stretch of time that the delivery should be made within has been stated, this stretch of time is considered to begin at the signing of the contract.
- To the extent that Cogétil has not received the necessary specifications, plans etc. that is needed to complete the order, the time of delivery will be postponed, and similarly, the starting point for the abovementioned time span will be postponed, until the buyer has provided Cogétil with the requested information. Cogétil is obligated, within reasonable time, to point out to the buyer which information is lacking in order for Cogétil to carry out the order.
- The delivery time is stated with reservations for strike, lockout or other force majeure situations, including with reservations for defects or postponement of orders from Cogétil's subcontractors.
- If the buyer is not able to take the order at the agreed upon time, the buyer must, without groundless delay, notify Cogétil by telephone and in writing and inform of the reason for the postponement and when delivery can take place. Cogétil is only obligated to accept a postponement of the delivery time as long as the buyer compensate Cogétil for any documented expenses due to the postponement. Postponement of the delivery time does not exempt the buyer from paying the purchase price at the agreed time.

9. DUTY TO EXAMINE AND COMPLAINTS

- Immediately at the time of delivery, it rests with the buyer to examine the state of the goods thoroughly, and in case of complaints immediately, and at the latest within five days of the delivery of the goods, give written notice of defects to Cogétil.

- Should the buyer at a later time become aware of defects that, despite thorough examination, could not be ascertained at the time of delivery, the buyer shall immediately after ascertainment of the state give written notice of defects to Cogétil. The Buyer must give notice within 6 months from delivery, and cannot refer to defects if the Buyer has not given notice within 6 months from delivery.
- If the buyer does not give notice of defects as prescribed above, the buyer loses its right to make claims against Cogétil in contemplation of the defective subject matter.

10. LIABILITY FOR DEFECTS

- Should a legitimate and timely complaint exist, Cogétil shall, after their own choosing, make out the defect by supplying substitute goods or repair. Repair must occur within reasonable time. If repairs are made of the defective subject matter, the buyer has no further claims against Cogétil in that connection.
- If Cogétil does not, within reasonable time, meet their obligation of repair, the buyer is at first only entitled to appoint a reasonable time limit for the repair. If repairs are made of the defective subject matter, the buyer has no further claims against Cogétil in that connection.
- Provided that repairs have not been made before the expiry of the time limit mentioned in clause 10.b, the buyer can of their own choosing demand repair or a proportionate reduction of the price. If the defect is material, the buyer can choose to terminate the contract of the defective share of the order.
- Cogétil assumes no responsibility of the consequences of defective goods fitted in a structure/facility.
- Regarded as defects are only documented design errors, manufacturing faults, and material defects in the delivered goods as well as defective mounting work (Complaints on surface damages are only accepted if the buyer has carried out the correct surface treatment and maintained the structure).
- By substitute of goods and repair Cogétil is only liable for the cost of new goods or spare parts. The cost for service engineer, cargo etc. concerning the substitute of goods or repair rest upon the buyer. The abovementioned shall apply even though Cogétil has installed the goods or spare part for the buyer.
- Remedial work of defects done by a third party on Cogétil's account can only be done after written accept from Cogétil.
- In case of defects not being repaired, cf. clause 10.c, Cogétil is liable in damages towards the buyer in compliance with the standard regulations of Danish law, but with the following circumscriptions: Cogétil's liability in damages is limited to the price of the defective order on the invoice. Furthermore, Cogétil's liability in damages is limited as specified in clause 12 below.

11. PRODUCT LIABILITY

- Cogétil is only liable for product liability with regard to delivered goods and spare parts in so far as such liability follows mandatory legislation.
- Cogétil is only liable, concerning particulars that are not included in product liability law, for injuries caused by a defective product on property and goods in case it is established that the damage is caused by gross negligence or willful neglect committed by Cogétil.
- Regardless of the abovementioned, compensation can never surpass the invoice price of the order from Cogétil in which the defective product is included. However, this compensation is limited to DKK 1.000.000,00 incl. interests and costs.
- Furthermore, the liability of Cogétil is limited as specified in clause 12 below.
- Regardless of the abovementioned, Cogétil is not liable for injuries caused by a defective product that is not covered by the product liability insurance taken out by Cogétil at any time.
- To the extent that Cogétil shall be imposed product liability towards a third party, the buyer must indemnify Cogétil to the same extent as the liability of Cogétil is limited according to these terms of sale and delivery. In the case that a third party makes claims, towards one of the parties, about liability for damages pursuant to this clause, this party must immediately notify the other party of this. The buyer must join the court of law, which deals with claims for damages that have been made against Cogétil, based on an injury that is contended to be caused by the goods.

12. LIMITATIONS OF LIABILITY

- Cogétil is under no circumstances, concerning defects and product liability, liable for indirect injuries and/or loss of any kind. This includes claims on daily penalties and contract penalties that the buyer will incur towards a third party as well as loss of profit, time, earnings, and the similar of the buyer.
- Even though, Cogétil will withdraw claims or interests towards the buyer in a few cases, this cannot entail Cogétil to withdraw such claims or interests in other cases than the specifically agreed upon.

13. COPYRIGHT

- Plans, designs and technical documents that are handed out to the buyer remain the property of Cogétil and must not be copied or made use of in any wrongful way.
- In case of goods that are produced in accordance with specifications of the buyer, the buyer is liable for infringement of third party rights, for example patent rights or other intellectual property rights.
- The buyer must indemnify Cogétil from any claims that Cogétil shall be met with as a consequence of a claim on infringement of intellectual property rights, with reference to clause 13.b.

14. FORCE MAJEURE

- The following events cause freedom from liability for Cogétil when they occur after the signing of the agreement and prevents its completion: industrial action and any other event that Cogétil is not in control of, such as fire, war, mobilisation or unforeseen military call-up of similar magnitude, request, commandeering, currency restrictions, revolts and riots, lack of means of transportation, natural disasters, standard product scarcity, scrapping of larger projects as well as defects in such or delays by the contractor that is caused by some of the events mentioned in this clause.
- Cogétil must, by written announcement to the buyer, terminate the contract when completion is not possible, within a reasonable time span, due to one of the events mentioned in this clause.
- The buyer solely has the right to terminate a contract due to delays as mentioned above if this has lasted for longer than three months.

15. PLACE OF VENUE AND CHOICE OF LAW

- Any potential disputes between the parties shall be settled by the general court of law in Aalborg or by The Maritime and Commercial Court by choice of Cogétil.
- Moreover, Danish law shall apply with exception of the rules of Danish conflict of laws.