

## TERMS AND CONDITIONS FOR SALE AND DELIVERY

### 1. GENERAL

Existing terms and conditions of sale and delivery are valid if they do not deviate from the written agreement. Procurement conditions of the customer are not valid unless Dommerby Stål A/S has accepted them in writing.

### 2. OFFER

Offers are valid for 30 days from date offered unless otherwise previously agreed to and specified in writing by Dommerby Stål A/S.

### 3. PRICE

Offer price includes packing and exclusion of VAT, duty and other government fees. Until the day of delivery, Dommerby Stål A/S is eligible to change the price with additional expenditure caused by changes of covenants, commodity prices, exchange rates and government fees.

### 4. DELIVERY

Delivery is sent from the factory (Dommerby Stål A/S) unless otherwise agreed to and specified in writing. Shipments are at the customer's expense and risk. Delivery is up to 7 days after the date noted in the order confirmation which is considered as timely delivery. Customer cannot refuse partial delivery.

### 5. FORCE MAJEURE

Force Majeure with freedom from responsibility for the customer is the case if the situations below prevent the agreement to be met or make it an unreasonable burden:

- Industrial action etc.
- Fire, war, war preparation.
- Violence, demonstrations, public rioting.
- Shortage of energy supplies.
- Delays in delivery of materials and/or delays due to the above mentioned causes.
- Other disorders that Dommerby Stål A/S cannot control.

Dommerby Stål A/S can only be held responsible if it is established that huge mistakes or failures are made by the company. The responsibility will never include profit loss, consequential loss or indirect loss, and it can, at maximum represent at most 10 % of the purchasing price.

### 6. TERMS AND CONDITIONS OF PAYMENT

Payment is made net in cash unless specified in writing. Payment delay causes a rate of return on 1½ % for each month or part of a month. Delivered items remain property of Dommerby Stål A/S until payment is registered in full including accumulated interest and charges.

### 7. COMPLAINTS

Once received, the customer must immediately check all received items and inform Dommerby Stål A/S if any defects are detected. The obligations of Dommerby Stål A/S concerning defects are annulled if customer does not complain within 8 days from the date of receipt.

Defects are rectified by the following principles:

- Lack of items are shortly rectified by Dommerby Stål A/S.
- Material defects and/or production defects are rectified on the basis of Dommerby Stål A/S' procedures, either in the form of replacement of parts or by repair. If replacement or repair will cause disproportionately large expenses, Dommerby Stål A/S must make a proportionate reduction in the purchase price equalling the decrease in value.

Dommerby Stål A/S decides if rectification is performed at the customer or by return to Dommerby Stål A/S and the company defrays reasonable shipping expenses. Return and new shipment are at the customer's risk. Delivery complaints do not justify withholding of payment for completed deliveries.

Furthermore, the responsibility can never exceed a sum which is exceeding the invoice price excluding VAT for the defective item.

### 8. SETTLEMENT OF DISPUTES

All disputes are settled on the basis of Danish laws, including the Danish Sale of Goods Act and with The Western High Court residing in Viborg as venue.