

Terms of Sale and Delivery for Danitech A/S - April 2017

All deliveries from Danitech A/S (hereafter referred to as the "Seller") shall be carried out in accordance with the applicable "Orgalime's general conditions for supply of mechanical, electrical and electronic products 2012" (Orgalime S 2012), unless expressly stated otherwise below. Any buyer who is not familiar with the terms and conditions set forth in Orgalime S 2012 can request a copy of the document from the Seller.

Unless otherwise agreed in writing, the place of destination is Danitech A/S, Bredholm 4, DK-6100 Haderslev.

Any opposing or diverging terms or conditions in the order or acceptance submitted by the buyer shall not apply unless a separate written agreement has been entered into with the Seller in this regard.

An agreement between the Seller and buyer shall only be considered valid once the Seller has forwarded an order confirmation to the buyer.

1. Offer and Prices

Offers submitted by the Seller shall remain valid for no more than 30 days from the date of issue.

Submitted offers are subject to prior sale, which also includes prior sales among all of the Seller's sub-suppliers. In the event of a prior sale, the Seller is entitled to rescind the offer without the buyer being able to take legal action in this regard. Should the sub-suppliers modify the price, offer, etc. submitted to the Seller, the Seller shall be entitled to rescind the offer without the buyer being able to take legal action in this regard.

Prices for products and services do not include VAT, fees, additional charges, etc. unless otherwise agreed to in writing, the Seller shall be entitled to adjust the agreed prices for products and services that have not been delivered in the event of changes in the currency exchange rate, price increases from sub-suppliers, material price increases, wage increases, legislative changes or the like.

2. Terms of Delivery

Delivery shall be ex works, Haderslev.

Shipping is made at the buyer's expense and risk. If no other agreement is in place, the Seller is entitled to select the means and route of transport.

3. **Delivery time**

Any delivery made within five business days before or after the specified date of delivery shall, in every respect, be considered an on-time delivery, unless otherwise agreed.

The specified date of delivery shall be subject to punctual and complete deliveries from the Seller's sub-suppliers, as well as to instances of force majeure, cf. Orgalime S 2012, section 41.

4. **Terms of payment**

The terms of payment are stipulated in the order confirmation and are otherwise cash on delivery. A rate of 2% interest shall apply to past-due payments at the beginning of each month following the payment due date.

5. **Return packaging**

Boxes or other packaging that are charged separately shall be credited provided they are returned post-free and in undamaged and acceptable condition.

6. **Machinery Directive**

It is the buyer's responsibility to ensure that the hydraulic component and its function meet the requirements set forth in the Machinery Directive 2006/42/EC and any B and C standards for machine design, as well as in DS/EN ISO 4413 Hydraulic fluid power - General rules and safety requirements for systems and their components.

7. **Claims processing**

In the processing of unjustified/rejected claims, the buyer shall subsequently be billed for the time spent processing the claim, though no less than the value of 75 Euros, as well as for shipping costs in connection with the return of the product(s) in question. Delivery in connection with repairing possible defects shall always be made to the delivery address specified on the original agreement.

8. **Product liability**

The Seller cannot be held liable for product damages, regardless of the nature of the damage and its cause, beyond what may be covered by the Seller's product liability insurance.

The buyer is obligated to notify the Seller in writing, without undue delay, in the event of any product liability damage or the risk that such damage will occur. To the extent that the Seller may be held liable to a third party, the buyer is obligated to hold the Seller indemnified to the same extent to which the Seller's liability is limited in relation to the present stipulation.

Haderslev, April 1st, 2017