

GENERAL CONDITIONS OF SALE AND DELIVERY

The following Conditions of Sale and Delivery shall apply unless otherwise agreed in writing between Buyer and Seller.

01. Order Acceptance.

Any offer shall be binding only on receipt of the Seller's confirmation of the order. The price shall be the one stated in the order confirmation. Unless otherwise specifically notified in each offer, the offer does not include charges for opening Irrevocable Letters of Credit, SGS Inspection Certificates, and Certificates of Origin etc. Charges for such services will be added to the invoice. If, in the period between the confirmation of the order and the delivery, there are increases in tariff rates, taxes, import and export duties and the like, the Seller shall be entitled to increase the price correspondingly. If the Seller wishes to increase the price pursuant to this clause, he shall inform the Buyer hereof prior to the dispatch of the goods.

02. Delivery.

Unless otherwise agreed in writing, the goods shall be of the Seller's standard quality. Unless otherwise agreed in writing and confirmed when placing the order, the goods shall be delivered to the customer no later than 6 months prior to the sales expiry date stated on the label and the certificate of analysis. Delivery shall be EXW Frederikssund, unless otherwise agreed. The goods shall be forwarded in the Seller's standard packing, and with such outer packing as the Seller finds proper and adequate for the transportation. If goods are to be shipped during wintertime with freezing temperatures, the Seller is entitled to postpone the delivery until the weather is safe for dispatch, unless the Buyer agrees to pay the extra cost for frost protection (Thermal Pallet Cover), or shipment in a heated truck/container. If owing to war, riots, strike or lockout, breakdown of machinery, fire, failing supplies of raw materials, or for any other reason whatsoever beyond the control of the Seller delivery is delayed the Buyer shall not in such case be entitled to cancel the order. The Seller shall effect delivery as soon as possible after the end of the cause of the delay. If the goods have been made to the Buyer's special requirements, the Seller shall be entitled to deliver up to 10% less and up to 10% more than the quantity contracted for.

03. Payment

Without receiving further notice from the Seller requiring payment the Buyer shall pay the amount of the invoice within the time stipulated in the order confirmation and stated in the invoice or otherwise agreed upon. If the time allowed for payment is not observed, the Seller shall be entitled to charge the Buyer interest for default for each commenced month from the time when the amount of invoice was due. The present rate of interest is 1.5 per cent per month.

04. Defect/Faults and Complaints.

If the Buyer claims that Seller has supplied an incorrect product, or a product with an expiry date which is not in compliance with a written agreement between Seller and Buyer, or a product which, at the time of receipt, has got a sales expiry date of less than 6 months stated on the label and certificate of analysis (cf. 02. Delivery), then claims must be communicated to the seller no later than 1 month from the date of the Buyers receipt of goods.

If the goods delivered do not conform to the specifications stated by the Seller or the special requirements agreed in writing between Buyer and Seller, the Seller shall, whether such defect/fault is ascribable to the Seller or not, deliver replacement goods, new and faultless. If, however the goods delivered have been wholly or partly consumed, the Seller may, instead of effecting replacement delivery, choose to repay the invoice price for defective goods. The Buyer shall forthwith notify the Seller of any defect or faults in the goods delivered. In any case, a complaint shall be made no later than two months after delivery. After expiry of that period the Buyer shall have lost any right to have a complaint considered. Defective goods cannot be returned unless the Seller has agreed to it.

Goods to be returned must be stored by the Buyer in a way that protects against quality impairment, i.e. it must be stored indoors protected against freezing and kept shrink wrapped to protect against dust and defilement. The general storage of goods to be returned should not differ from the storage of goods to be taken into use by the Buyer.

The Seller is entitled to request a written statement from the Buyer stating that the precautions mentioned above have been complied with prior to returning the goods. Failure to comply with this may cause the Seller to refuse accepting the returned goods.

Unless otherwise agreed, returning shall be for the Buyer's account and risk. The Seller shall not be liable for defects/faults and damage caused by misapplication of the goods.

The information given by the Seller is based on laboratory tests and/or application tests and serves as guidance only in the choice of product and working procedure. As the user's production methods are beyond the Seller's control, the Seller does not undertake any liability for the results of the application of the goods.

05. Liability for Damage caused by the Goods Delivered (Product Liability)

The Seller shall only be liable for such direct personal injury or damage to property as can be proved to have been caused by defects or faults in the goods delivered. Consequently, the Seller shall not be liable for any damage ascribable to misapplication or unusual application of the goods, such as samples or goods for development projects/tests. Neither shall the Seller be liable for any damage caused by inappropriate storage. If liability is incurred under this clause, the liability shall not be for any indirect loss such as consequential loss, loss of indirect costs, loss of time, etc. To the extent that the Seller might incur product liability towards any third party, the Buyer shall indemnify the Seller to same extent as the Seller's Liability has been limited by the preceding three paragraphs. If, under the above, a third party lodges a claim for damages against one of the parties, the latter shall forthwith inform the other party thereof.

06. Jurisdiction.

Any dispute or disagreement between the Seller and the Buyer arising of the present provisions or the parties business relationship or any other dispute that may arise as a consequence of the business relationship between the parties shall be settled by Danish court of law (the Copenhagen Maritime and Commercial Court), under Danish law and in the Danish language.