

# General Sales and Delivery Term



These General Terms of Sale and Delivery (the "Delivery Terms") applies to all deliveries of products and / or services ("Products") from DE-Valves A / S to any customer ("Buyer"). Delivery conditions must be mutually binding on DE-Valves and Buyer, unless otherwise expressly stated agreed. DE-Valves is not bound by any terms set forth by the Buyer, which deviate from the terms of delivery, unless such terms are agreed in writing between DE-Valves and Buyer. DE-Valves is also not bound by terms set forth by Buyer, although DE-Valves has not objected to such terms.

## 1. Order Confirmation

Offer is only accepted once Buyer has received DE-Valves' written, including electronic, acceptance of the offer or DE-Valves within acceptance the deadline has been received in writing, including electronically, in accordance acceptance by the Buyer of any offer made by DE-Valves.

## 2. Delivery and risk transition

The products are supplied Ex Works Glamsbjerg or any other by DE-Valves announced place in Denmark. In the absence of information from the Buyer about the mode of transport DE-Valves may ship the Products to the Buyer on one of the DE-Valves selected mode of transport. All DE-Valves' costs as a result are paid by the Buyer and transport is at Buyer's risk. Ex Works should be interpreted in in accordance with the version of Incoterms applicable at that time for the conclusion of the purchase agreement.

## 3. Delay

If DE-Valves does not deliver on time, Buyer may require delivery in writing and set a final, reasonable period for this. Delivery does not happen within this one within the time limit, the Buyer is entitled to cancel the purchase and claim compensation documented direct losses. In addition, the Buyer cannot claim against DE-Valves as a result of delay.

## 4. Rates

Prices for Products are exclusive of VAT and / or other taxes. DE Valves reserves the right to regulate the agreed prices for non-delivered Products cases of exchange rate fluctuations, price increases from subcontractors, material price increases, changes in labor wages, government intervention or similar conditions.

## 5. Packaging

Disposable packaging is included in agreed prices and will not be reimbursed if possibly return. Multi-use packaging is not included in the price, but is credited to Buy- ask for immediate, freight-free returns in undamaged condition in accordance with DE-Valves' directions.

## 6. Payment Terms

Payment must be made within 30 days of the invoice date. From maturity, the mora-interest rate of 2% per month.

## 7. Product information

Any product information - whether it comes from DE-Valves or one of DE-Valves' business associates - including information on weight, dimensions, capacity or other technical data in catalog, description, prospectus, ad, etc., is to be considered as informational, and is only binding in it DE-Valves expressly refers to this in quotations and/or order confirmation. Specific requirements from Buyer are binding only to the extent that they are written confirmation by DE-Valves.

## 8. Protected and Confidential Information

Any kind of information that is not publicly available, including documents and technical documents, transferred by DE-Valves to the Buyer (Confidential Information) shall remain the property of DE-Valves and shall be treated confidentially by Buyer. Thus, Confidential Information may not be written without DE-Valves commitments are copied, reproduced or transferred to a third party or used for any purpose other than that envisaged by the transfer. Confidential Information must be provided back on request.

## 9. Changes

DE-Valves reserves the right to make changes to its services without notice Products, if this can be done without significantly changing the agreed technical specifications and without substantial change in the shape of the Products or function.

## 10. Free repair

DE-Valves undertakes to repair or deliver at your discretion Products that after DE-Valves' investigation prove to be defective delivery time due to manufacturing, structural or material defects, if Buyer re-complains within 12 months of delivery of the Product, however maximum of 18 months from the date code stated on the Product. In case of deficiency objections to Buyer, by prior agreement with DE-Valves, send the Product attached to the DE-Valves, a note accompanying the alleged defect. Shipping and insurance is paid by purchaser. The product must be returned without mounted parts. Shows DE-Valves' study that the Product is not defective, the Product is returned to the Buyer. Shipping and insurance is paid for Buyer. If DE-Valves finds deficiencies, DE-Valves will send it refurbished Product or a replacement product for the Buyer and acquirer replaced parts or the defective Product. DE-Valves chooses shipping form and pay shipping and insurance. In addition, the Buyer cannot raise claims against DE-Valves as a result of man-made products.

## 12. Product liability

DE-Valves is not responsible for damage caused by a Real Estate Product Valves are also not responsible for damage to products made by Buyer, or on products that include products made by Buyer. To that extent DE-Valves had to be subject to product liability to third parties for such damages, the Buyer is obliged to indemnify DE-Valves. The buyer is also obliged to sue in the court or tribunal which deals with claims made against DE-Valves on the basis of such damage. Whose a third party makes a claim against one of the parties for liability such damage, this party shall immediately notify the other in writing.

## 13. Consequential damage / Indirect loss

DE-Valves is not liable to Buyer for any consequential damages or indirect losses that may arise from or in relation to a purchase agreement, such as is governed by these General Terms and Conditions of Sale, including, but not limited to, interruption of production, loss of profit, loss of goodwill or loss of data.

## 14. Complaints

Claims regarding defects, delays, product liability or other claims for damages This must be submitted in writing to DE-Valves without undue delay.

## 15. Intellectual property rights

If a Product comes with associated software, Buyer acquires a non-exclusive exclusive software license in the form of the right of use of the software limited for the purpose, as shown in the related product specification. Besides this acquires Does not buy any rights in the form of license, patent, copyright, trademark or other intellectual property rights associated with the Product. Buyer acquires none rights to the source code of the software.

## 16. Prohibition on resale and use for certain purposes

DE-Valves' Products are manufactured for civilian use. DE-Valves' Products must not be used for or resold for purposes which have any connection whatsoever chemical, biological or nuclear weapons or missiles capable of carry such weapons. DE-Valves' Products may not be sold to persons, companies or any other type of organization, if any knowing or mis-thinking that these are related to any kind of terrorist or drug activity. DE-Valves' Products may be covered statutory regulations and restrictions, and may therefore be subject to restrictions on sales to countries / customers subject to export / import prohibition.

Such restrictions must be observed when reselling DE-Valves' Products to these countries / customers. DE-Valves' Products may not be resold if there is is doubt or suspicion that the Products may be used for the above purpose. If the Buyer knows or suspects that the above conditions have been violated, the Buyer must immediately notify DE-Valves thereof.

## 17. Force Major

DE-Valves is entitled to cancel orders or postpone the agreed delivery of Products, and is otherwise free of liability for any missing, defective or delayed delivery, due in whole or in part, to circumstances that lie ahead outside of DE-Valves' reasonable control options, such as rebellion, riots, war, terrorism, fire, government regulations, strike, lockout, slow-down, deficiency on means of transport, scarcity of goods, illness or delay in or lack thereof in the case of deliveries from the supplier, accidents in production or testing, or lack of energy supply. All Buyer's powers are suspended or lapses in such cases. The buyer can neither in the event of cancellation nor deferred execution require damages or make a claim otherwise against DE valves.

## 18. Partial Invalidity

If one or more of the provisions of these Terms of Delivery is known invalid, illegal or unenforceable, none of the other provisions its validity, legality or feasibility is affected or impaired.

## 19. Disputes

Any disputes between the parties arising out of or in relation to a purchase an agreement, which is governed by the Terms of Delivery, is determined by Danish law with exemption from conflict of law provisions.