

Offers and contracts:

Offers and contracts of sale shall only be binding on CALDAN if at the receipt of the final, specified order we have or can provide the goods at the prices, rates of exchange, and on the terms of delivery and other conditions with which we have calculated and on which we have based the offer or the contract of sale, respectively, even though the buyer may not be cognizant of these. In case of any discrepancies between order and order confirmation the quantities, times and prices stated in our order confirmation shall be operative unless the buyer objects immediately.

Rates of exchange:

If the price is based on a foreign currency, the rate of exchange with which we have calculated will be stated in the offer; and we shall reserve the right to calculate the price in accordance with the rate of exchange which we ourselves have to pay. CALDAN reserves the right to debit the buyer for any increase in the freight rates, duty and other expenses with which we have calculated.

Change of price:

Any order for delivery ex works shall be subjected to acceptance and delivery from our supplier on the terms and conditions on which CALDAN has based our offer. If after accepting the order the supplier should fail to execute this or should make additional claims for its execution, we shall be obliged to the best of our ability to seek the order carried through on the terms accepted. but if this should fail we reserve the right to withdraw from the contract.

Delivery time:

The times of delivery have been quoted to the best of our judgement and will be attempted observed. If delivery is not effected in due time and the reason is war, unrest, strikes or lock-out, machine failure, fire, general shortage of raw materials or sub supplies or any other circumstances beyond our control, we shall not be held responsible for the delay and the buyer shall not be entitled on this account to claim damages or to cancel the order.

Any material or information which shall be provided by the buyer pursuant to the contract, such as the forwarding of trade samples, packaging samples, dimension sketches, weight specifications or the like, shall reach us by the time agreed in order that the time of delivery can be observed. Otherwise, CALDAN reserves the right to postpone the time of delivery.

Forwarding:

All goods will be forwarded at the buyer's risk and if the order does not indicate any mode of transportation, this will be effected to our best judgement and without liability for any freight differences. If the contract should moreover include installation, the buyer shall be required immediately on receipt on the goods to inform us of any damage in transit

so that the damage can be repaired before the CALDAN site supervisor arrives. If this condition is not observed, we shall reserve the right to invoice traveling expenses and traveling time at our current rates.

Installation:

The buyer shall be responsible that building work, if any, has been completed and that the place of installation has been cleared so that the installation, which takes place within the normal working hours, can proceed without hindrances. If the installation is delayed at the place of delivery for reasons for which we cannot be held liable, the buyer shall pay all additional costs caused by such delay. If nothing else to the contrary has been stated in our order acknowledgement, it shall rest upon the buyer to make truck assistance available at the unloading and to provide scaffolds and ladders. It rests moreover on the buyer to provide dry, lockable premises for the storage of components and tools near the place of installation.

Warranty:

On products manufactured by CALDAN a 12-month warranty at 8 hours' daily operation is granted. On parts purchased we grant the same warranty as the one granted to us by our sub supplier. If within the warranty period any defects should be found in a component, this shall be demounted and forwarded to us on the buyer's account. CALDAN shall then correct the defect and return the component to the buyer on our own account. Claims for any other compensation than the above or for damages owing to faulty material, workmanship or installation cannot be accepted.

The warranty shall no longer apply:

- if the goods supplied are used for other purposes than those implied by CALDAN
- if changes, replacements or repairs are carried out on the goods supplied without our approval
- if the goods supplied are not properly maintained
- or if the goods supplied are in way treated incorrectly

Liability for Damage to Property Caused by the Goods:

The buyer shall indemnify and hold the CALDAN harmless to the extent that the CALDAN incurs liability towards any third party in respect of any damage for which the CALDAN is not liable towards the buyer according to the second and third paragraphs of this Clause.

I) CALDAN shall not be liable for loss or damage caused by the goods

- a) to any (movable or immovable) property where the damage occurs while the goods are in the buyers possession, or
- b) to products manufactured by the buyer or to products of which the buyers products form a part. This also applies to loss or damage to any property where the damage is caused by these products because of properties in the goods.

CALDAN shall under no circumstances be liable for loss of production, loss of profit or any other consequential economic loss. If a claim for loss or damage as described in this Clause is raised by a third party against either party to the contract, the latter shall forthwith notify the other party thereof.

Returned goods:

Goods returned shall only be accepted upon previous arrangement.

Complaints:

Complaints shall be made in writing within 8 days of receipt of goods or invoice. Claims concerning the goods supplied can only be raised against CALDAN Conveyor A/S.

Payment:

Delivery will be made through CALDAN Conveyor A/S, after which payment with discharging effect can only be made to this company. If the specified payment period is exceeded, interest will be charged at 2% per month commenced. The payment deadline and thus the due date are stated on the invoice issued. The due date applies regardless of whether all or part of the products supplied are to be included in a major construction or contracting project.

Retention of title

As per order confirmation and invoice CALDAN shall retain title to the goods until the full purchase price including delivery & installation costs and interest has been paid. The Buyer shall ensure that the goods are insured for CALDAN's benefit until the full purchase price has been paid.

Place of jurisdiction / applicable law:

Any disputes which cannot be settled between the parties shall be settled by Danish law and shall be brought before the court in Aarhus, which shall also be the place of jurisdiction in the event of non-payment.