

# General Terms and Conditions of Sale - Technology

## 1. Basis of Purchase Agreement

- 1.1. The basis of the Purchase Agreement is the Order Confirmation issued by Brødrene Hartmann A/S and these General Conditions which apply to all deliveries, unless otherwise agreed in writing.
- 1.2. The Purchase Agreement has been entered into between two trading parties (a trade purchase), and the Purchaser declares that the purchase is made in the ordinary course of business.
- 1.3. Special terms of purchase specified by the Purchaser before or after the issuance of Order Confirmation and receipt of these General Conditions must be approved in writing by Brødrene Hartmann A/S in order to change the basis of the Purchase Agreement.
- 1.4. If any provision of these General Conditions is found invalid, the validity of the other provisions is not affected. The basis of the Purchase Agreement shall subsequently be interpreted as closely as possible to the intended objective.

## 2. Definitions

- 2.1. In these General Conditions the following terms shall have the meaning herein assigned to them. "Purchase Agreement" shall mean the Order Confirmation and these General Conditions in conjunction. "Order Confirmation" shall mean the written order confirmation issued by Brødrene Hartmann

A/S concerning the supply of the Goods.

"Goods" shall mean all Goods, apparatus, materials and articles to be supplied by Brødrene Hartmann A/S under this Purchase Agreement.

"Purchase Price" shall mean the payment to be made for the Goods excl. value added tax.

"Written Notice" shall mean any document signed by one of the parties and received by the other party and any message from one party to the other party conveyed by telegram, telefax or telex and identifying the sender, but not messages conveyed by other electronical means.

## 3. Packing

- 3.1. If not otherwise agreed in writing, packing is charged extra and is not returnable.

## 4. Delivery

- 4.1. Where a trade term has been agreed, it shall be interpreted in accordance with the INCOTERMS in force at the formation of this Purchase Agreement.
- 4.2. If no trade term is specifically agreed, the delivery shall be considered to be Ex Works.

## 5. Time for Delivery. Delay

- 5.1. Delivery shall be made on the date specified in the Order Confirmation.
- 5.2. If Brødrene Hartmann A/S finds that it will be unable to deliver the Goods in time or if delay on its part seems likely, it shall by Written Notice inform the Purchaser thereof.

5.3. If delay in delivery is less than 2 weeks, or is caused by a circumstance which under Clause 11 shall be considered a case of relief or by an act or omission on the part of the Purchaser, the time for delivery shall be extended by a period which is reasonable having regard to the circumstances in the case. The time for delivery shall be extended even if the reason for delay occurs after the originally agreed date for delivery.

5.4. If the Goods have not been delivered within 2 weeks after the agreed delivery time, the Purchaser may by Written Notice demand delivery within a final reasonable period, which shall not be less than four weeks.

5.5. If Brødrene Hartmann A/S fails to deliver within such final period and this is not due to any circumstance for which the Purchaser is responsible, then the Purchaser may by Written Notice terminate this Purchase Agreement in respect of that part of the Goods.

5.6. If, for any reason for which Brødrene Hartmann A/S is not responsible, the Purchaser fails to accept delivery within such period, Brødrene Hartmann A/S may by Written Notice terminate this Purchase Agreement in respect of that part of the Goods which is ready for delivery but has not been delivered due to the Purchaser's default. Brødrene Hartmann A/S shall then be entitled to damages for the loss it has suffered by reason of the Purchaser's default.

## General Terms and Conditions of Sale - Technology

### 6. Payment

- 6.1. Unless otherwise agreed, the Purchase Price shall be paid in cash within 8 days from date of invoice.
- 6.2. If the Purchaser fails to pay by the agreed date, Brødrene Hartmann A/S shall be entitled to interest from the day on which payment became due. The interest shall be fixed at a rate of interest in the amount of the Official Rate quoted by Danmarks Nationalbank ("Diskontoen") plus 5 per cent p.a. at any amount due.
- 6.3. If the Purchaser has not paid the amount due within three months, Brødrene Hartmann A/S shall be entitled to terminate this Purchase Agreement by Written Notice to the Purchaser and to claim damages for the loss it has suffered. The damages shall not exceed the Purchase Price.

### 7. Reservation of Title

- 7.1. The Goods shall remain the property of Brødrene Hartmann A/S until payment for the Goods has been made in full, to the extent that such retention of title is valid under applicable law.

### 8. Liability for Defects

- 8.1. Brødrene Hartmann A/S warrants that the Goods are manufactured in accordance with good workmanship. Brødrene Hartmann A/S shall, pursuant to the provisions of this Clause, by repair or replacement remedy any defect in the Goods resulting from faulty design, materials or workmanship.
- 8.2. Brødrene Hartmann A/S' liability is limited to defects, which appear within a period of one year from the date of delivery of the Goods. If the Goods are used more intensely than agreed or

could be foreseen at the issuance of the Order Confirmation, this period shall be reduced proportionally.

- 8.3. The Purchaser shall inform Brødrene Hartmann A/S of a defect by Written Notice without undue delay after the defect has appeared, and in no case later than two weeks after the expiry of the period defined in Clause 8.2. The notice shall contain a description of how the defect manifests itself.
- 8.4. Notice of the defect shall be given immediately if there is reason to believe that the defect may cause damage.
- 8.5. If the Purchaser fails to notify Brødrene Hartmann A/S of a defect within the time limits set forth in this Clause, he shall forfeit to make any claim in respect of the defect.
- 8.6. Defective parts which are replaced in accordance with Clause 8.1 shall be placed at Brødrene Hartmann A/S' disposal and shall become its property.
- 8.7. If Brødrene Hartmann A/S fails to fulfil its obligations under this Clause within a reasonable time, the Purchaser may by Written Notice require him to do so within a final time, which shall not be less than four weeks.
- 8.8. Brødrene Hartmann A/S is not liable for defects arising out of materials provided by, or a design stipulated or specified by the Purchaser.
- 8.9. Brødrene Hartmann A/S is only liable for defects, which appear under the conditions of operation foreseen in this Purchase Agreement and under proper use of the Goods.
- 8.10. Brødrene Hartmann A/S' liability does not cover defects resulting from causes occurring after the risk in the Goods has passed to the Purchaser. The liability does

not e.g. cover defects, which are caused by faulty maintenance or incorrect installation on the part of the Purchaser, by variations undertaken by the Purchaser without Brødrene Hartmann A/S' consent by Written Notice or by faulty repairs by the Purchaser. Finally Brødrene Hartmann A/S' liability does not cover normal wear and tear or deterioration.

- 8.11. Notwithstanding the provisions of Clauses 8.1-8.10 Brødrene Hartmann A/S shall have no liability for defects in any part of the Goods for more than 18 months from the start of the liability period defined in Clause 8.2.
- 8.12. Brødrene Hartmann A/S shall have no liability save as stipulated in this Clause. This applies to any loss the defect may cause, including but not limited to loss of production, loss of profit and any other consequential economic loss.

### 9. Liability for Damage to Property Caused by the Goods

- 9.1. The Purchaser shall indemnify and hold Brødrene Hartmann A/S harmless to the extent that Brødrene Hartmann A/S incurs liability towards any third party in respect of any damage for which Brødrene Hartmann A/S according to Clauses 9.2-9.3 is not liable towards the Purchaser.
- 9.2. Brødrene Hartmann A/S shall not be liable for loss or damage caused by the Goods
  - a) To any (moveable or immovable) property where the damage occurs while the Goods is in the Purchaser's possession, or
  - b) To products manufactured by the Purchaser, or to products of which the Purchaser's

## General Terms and Conditions of Sale - Technology

products form a part, or for loss or damage to any property, where the damage is caused by these products because of the Goods.

- 9.3. Brødrene Hartmann A/S shall in no circumstances be liable for loss of production, loss of profit or any other consequential economic loss.
- 9.4. If a claim for loss or damage as described in this Clause is raised by a third party against either party to the Purchase Agreement, the latter shall forthwith notify the other party thereof.
- 9.5. Brødrene Hartmann A/S and the Purchaser shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal examining claims against either of them, where the claim is based on damage or loss alleged to have been caused by the Goods. The liability as between Brødrene Hartmann A/S and the Purchaser shall, however, always be decided by the Maritime and Commercial Court in accordance with Clause 13.

### 10. Limitation of Liability

- 10.1. Brødrene Hartmann A/S' aggregate liability under this Purchase Agreement, irrespective of whether it is in the form of reduction in the Purchase Price, damages, reimbursements or any other remedy, shall not exceed 20 per cent of the Purchase Price.

### 11. Force Majeure

- 11.1. The following circumstances shall be considered as cause for relief for Brødrene Hartmann A/S if they impede the performance of this Purchase Agreement or make performance unreasonably onerous: Industrial disputes and any other circumstance beyond the control of the parties such as

fire, war, mobilisation or military call up of a comparable scope, requisition, seizure, currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, restrictions in the use of power and defects or delays in deliveries by sub-contractors caused by any such circumstance as referred to in this Clause.

### 12. Sanctions

- 12.1. Any goods, parts, components or technical documentation which is purchased from Brødrene Hartmann A/S can under no circumstances be redistributed to a 3rd party or country subject to sanctions – e.g. UN, UK, EU or US sanctions. The purchaser is obliged to take all necessary steps to avoid such redistribution and must declare this to Brødrene Hartmann A/S separately on request."

### 13. Governing Law

- 13.1. This Purchase Agreement shall in its entirety be governed by Danish law. The rules of the Convention on Contracts for the International Sales of Goods shall not apply to this Agreement.

### 14. Venue

- 14.1. Any dispute or claim arising out of or in connection with this Purchase Agreement or the breach, termination or invalidity thereof or product liability alleged to have been caused by the Goods shall be brought before and decided by the Maritime and Commercial Court in Copenhagen.