

# General terms of sale and delivery

for

CVR-No. DK36498927

Agrohousing ApS. August 2015.

Unless otherwise stated in the offer, the following will apply:

## 1. Offer

All offers are binding for 1 month.

## 2. Order confirmation

All orders, including orders based on quotations or offers made by Agrohousing ApS, must be confirmed in writing by Agrohousing ApS in order for a binding agreement on delivery to be established. As a condition for a final confirmation of an order, Agrohousing ApS reserves the right to demand that the buyer provides a guarantee payable on demand by the buyer's bank or alternatively payment in full in advance of the delivery. The buyer must acknowledge the order confirmation/drawings immediately after receipt. In the event that requests for amendments or modifications are made more than 8 days after receipt of order confirmation/drawings, the buyer reserves the right to charge an amount covering any additional cost incurred.

## 3. Payment

Unless otherwise agreed, advance payment in full before delivery.

## 4. Prices

On all sales to be delivered within Danish borders, the prices stated are all exclusive of Danish VAT.

## 5. Delivery

All prices stated are ex works unless otherwise agreed. For sales for delivery outside Danish borders, we disclaim all costs in connection with freight, insurance, forwarding, customs clearance etc.

## 6. Time of delivery – delays

As defined in the general terms of delivery in NL 92. Unless explicitly agreed, it will not be possible to demand monetary penalties/"daily fines".

## 7. Retention of title

Agrohousing ApS retains the title to any delivery until the full purchase price has been paid.

## 8. Force majeure

Strikes, lockouts, operating disturbances, delays in delivery from sub-suppliers etc. will prolong the time of delivery correspondingly. The same applies in the event of war, rebellion or similar disturbances impeding the provision of materials, as well as seizure or compulsory acquisition by public authorities.

## 9. Installation

Installation is not included in the prices stated in Agrohousing ApS' offer. Instructions for installation provided by Agrohousing ApS must be rigorously observed at all times. Otherwise the buyer will have waived his right to file complaints about the products and to invoke Agrohousing ApS's product liability.

## 10. Responsibility for defects

If the buyer files a claim for faults or defects for which the seller is responsible, the seller will be entitled to remedy such faults and defects by repair or replacement, provided this can be done within a reasonable time after the seller was notified of the fault or defect.

To a reasonable extent, the buyer will be obliged to suffer any disruption to his operations that the replacement may cause.

The seller will only be liable to compensate the buyer for faults and defects to an amount corresponding to the purchase sum exclusive of Danish VAT.

Operating loss, time loss or loss of profit or any other indirect loss will not be compensated.

In the event that repair or replacement has taken place, the buyer cannot raise any claim for compensation, proportional price reduction or similar claims.

## 11. Product liability

The seller will only be liable for damage to property if it can be substantiated that the damage was caused by errors or negligence on the part of the seller.

In relation to a single delivery, the seller cannot be held liable for compensation regarding product liability in excess of the invoice sum exclusive of Danish VAT for the delivery in question.

Operating loss, time loss and loss of profit or any other indirect loss will not be compensated.

If the seller is held liable for products towards a third party for any direct or indirect losses which the third party may have suffered as a consequence of a damaging event, the buyer will be liable to indemnify the seller for any amount the seller may be forced to pay in this connection. The buyer will be obliged to appear before the court hearing the case raised by a third party claiming compensation for any damage that the third party claims was caused by the delivery.

## 12. Environmental aspects

The seller does not assume any responsibility for environmental aspects of the products purchased. The buyer thus bears the full risk of ensuring that any use made of the products complies with general environmental requirements and any specific environmental requirements that the buyer's firm/production may be subject to.

## 13. Disputes – choice of law

Any disputes arising out an agreement between buyer and seller and any other matters connected with it cannot be tried in a court of law but must be settled by arbitration in accordance with the rules governed by the law of the seller's country.

## 14. Complaints

On receipt of the goods, the buyer must immediately examine the goods for any damage and ascertain that the correct quantity was delivered. The buyer must notify the seller of any complaints immediately after receipt of the delivery or immediately after the cause for complaint was detected, and such notification must always be in writing.