

## Terms of Sale and Delivery

### Validity

1. The present Terms of Sale and Delivery shall apply to all quotations, sales and deliveries unless otherwise agreed in writing.

Any terms of sale and delivery which may be printed on the order confirmation or to which the customer otherwise refers shall only be valid if this is expressly stated in our order confirmation.

### Product Information

2. All information about weight, dimensions and quality as well as technical data and other data stated in catalogues, prospectuses and any other advertising material shall be directional and shall only be binding to the extent they form an express part of the agreement between the parties.

### Quotations

3. All prices shall be subject to changes in raw material and exchange rates, delivery time subject to the goods being unsold and change of delivery time from works. If all Seller gives a written quotation which does not state a specific time stipulated for acceptance, the quotation shall lapse if acceptance has not been received by the Seller within 2 weeks from the date of quotation.

### Quality

4. Buyer shall be responsible for ensuring that the technical data and the material in its entirety are suitable for his requirements.

A certificate will as agreed be enclosed in accordance with agreement. Seller will check that the certificate meets the demands for the delivery but will not check the information provided in the certificate.

### Quantity

5. The total quantity delivered shall be subject to a margin of plus/minus 10% of the quantity specified.

Calculation by weight, unit or length shall be in accordance with generally accepted practice.

### Orders and agreement

6. In order to be binding on Seller, an order shall be confirmed in writing by Seller, and only Seller's Terms of Sale and Delivery shall apply to the execution of the order.

If Buyer has any objections to the contents of the order confirmation these shall be made in writing and shall be received by Seller not later than one week after the date of the order confirmation.

### Prices and Delivery

7. In connection with sales from stock, the prices excl. VAT and terms of payment are stated in Seller's current price list in force at the time in question shall apply.

Delivery shall be ex Seller's address.

Freight payable by Buyer shall always be invoiced Buyer and shall not be paid in cash on receipt.

### Payment

8. Seller shall receive payment on the date specified in the invoice as the final due date for payment. If such a date has not been specified payment shall be made in cash on delivery. However, Seller reserves the right to change the terms of payment if Seller receives information that Buyer's ability to pay has deteriorated. If the delivery is postponed because of Buyer's situation (claimant's default), Buyer shall nevertheless, unless otherwise notified by Seller, be under an obligation to make any payment to Seller as if delivery had been made at the agreed time. If payment is made after the due date, Seller shall be entitled to charge interest on the outstanding amount from time to time from the due date at the rate of interest stated on the invoice at any given time. Buyer shall not be entitled to offset any counterclaims against Seller which have not been recognized in writing by Seller and shall not be entitled to withhold any part of the purchase price because of counterclaims of any kind whatsoever.

### Retention of Title

9. Seller shall retain title to the goods sold with the restrictions that follow from mandatory rules of law until the full purchase price plus any costs accrued have been paid to Seller or to the party to whom Seller has assigned his right.

### Delivery

10. Delivery shall be made from Seller's address whether or not Seller delivers the goods sold to Buyer using his own employees or third party in accordance with a separate agreement. The time of delivery has been fixed by Seller at Seller's best estimate with the reservations made when the quotation was given/the agreement was entered into.

In connection with sale of goods from stock and standard goods, a postponement of the time of delivery by 30 days due to Seller's situation shall be regarded as delivery in due time and shall be respected to the effect that Buyer cannot exercise any remedies against Seller for this reason unless otherwise agreed.

In connection with sale of individually manufactured goods, Seller shall not be liable for any form of delay irrespective of the duration hereof to the effect that Buyer cannot exercise any remedies against Seller for this reason. Each of the parties shall, however, be entitled, without any liability, to cancel the agreement if the delay exceeds three months.

If a delay in delivery is due to Seller being in a situation as stated in Clause 15 (exemption from liability), the time of delivery shall be postponed by the time of duration of the obstacle. However, both parties shall, without any liability, be entitled to cancel the agreement if the obstacle has lasted for more than 3 months. The present provision shall apply whether or not the cause of delay occurs before or after the expiry of the agreed delivery time.

In the above case, Seller shall notify Buyer of the change in delivery time without undue delay.

### Packaging

11. Packaging shall be on Buyer's account unless it is expressly stated that this has been included in the price.

Packaging may only be returned in accordance with a separate agreement.

### Cancellation

12. In connection with cancellation of deliveries, Buyer shall be under an obligation to pay full compensation, including for loss of profit, and generally to indemnify Seller for all costs incurred in connection with the cancellation.

### Product changes

13. Seller reserves the right to make changes to agreed specifications without notice if this can be done without any inconvenience to the Buyer.

### Defects and Complaints

14. Upon delivery, Buyer shall immediately perform such inspection of the goods sold as generally accepted business practice requires. Any defects in the goods sold will, within a reasonable period of time, be remedied or a replacement delivery will be made at Seller's discretion.

If such remedial action is not taken or a replacement delivery is not made within a reasonable period of time, Buyer shall be entitled to terminate the agreement, require a reduction in the purchase price or claim damages pursuant to with the general rules of Danish law and the present Terms of Sale and Delivery.

If Buyer wants to claim a defect, Buyer shall notify Seller hereof in writing immediately after the defect has been or should have been discovered and specify the nature of the defect in the written notification. Samples of a sufficient quantity for a certain assessment of the justification of the complaints must be enclosed with complaints about the quality of the goods. If Buyer has discovered or should have discovered the defect, and he does not submit a complaint in accordance with the above, he cannot subsequently make a claim about the defect.

If Buyer has not made a claim about the defect to Seller within 6 months from the date of delivery, he cannot subsequently claim any such defect.

If remedial action has been taken or a replacement delivery has been made, Seller's liability for defects cannot be extended to more than 1 year from the original date of delivery.

### Limitation of Liability

15. A claim for damages against Seller cannot exceed the invoice amount for the product sold. Seller shall not be liable for any consequential loss, loss of profit or any other indirect loss which follows from the agreement, including any indirect loss which has incurred as a result of delay or defects in the goods sold. The following circumstances shall result in exemption of liability for Seller if they prevent performance of the agreement or make the performance of the agreement unnecessarily onerous.

Industrial disputes and any other circumstances beyond the control of the parties such as fire, war, mobilisation or unforeseen military call-ups of an equivalent extent, requisitioning, sequestration, exchange controls, riots and civil unrest, shortage of transport possibilities, general scarcity of goods, fuel restrictions and defects in or delays in deliveries from sub-suppliers which are due to any of the circumstances set out in the present Clause. Circumstances like those set out above which occurred before the quotation was given/the agreement was entered into shall only entail exemption of liability if their effect on the performance of the agreement could not have been foreseen at the time in question.

Seller shall be under an obligation to notify Buyer in writing without undue delay should any such circumstances occur.

### Product Liability

16. Seller shall only be liable for personal injury if it is proved that the injury was suffered as a result of errors or omissions on the part of Seller or other parties for whom, Seller is responsible.

Seller shall not be liable for any damage to real property or movable property.

Seller shall not be liable for any consequential loss, loss of earnings or any other indirect loss. To the extent to which Seller may incur product liability vis-a-vis a third party, Buyer shall be under an obligation to indemnify Seller to the same extent as Seller's liability is limited in accordance with the above three sentences. If a third party makes a claim against one of the parties for liability for damages in accordance with the present Clause the party in question shall immediately notify the other party.

Seller and Buyer shall be under a mutual obligation to accept that legal proceedings are instituted against them at the court which hears claims for damages brought against one of them on the basis of damage or injury allegedly caused by the delivery.

These limitations to Seller's liability shall not apply if he has shown gross negligence.

### Returns

17. Returns will only be accepted in accordance with a special agreement on this with Seller. Unless otherwise agreed, crediting of returns shall be subject to the returns being undamaged and as for works/factory-packaged materials that they are in original, unbroken packaging.

### Disputes

18. Any disputes arising between the parties shall be settled by the courts in Denmark pursuant to Danish law.

ALUWIND Kielbergvej 7  
DK-5750 Ringe

Phone: +45 63 12 88 77  
Fax: +45 62 29 24 92  
www.alu-wind.com  
info@alu-wind.com  
V.A.T. No: 3214 0726