

TERMS OF SALE AND DELIVERY

The following conditions shall apply unless otherwise agreed in writing with **EAST METAL**.

- Offer/Order:** The quantities specified in the offer shall be regarded solely as guidelines and shall be subject to confirmation.
Unless otherwise agreed, the order confirmation shall be binding subject to changes in the price of materials and in duties. The prices stated are exclusive of VAT and packaging. Invoicing takes place on the basis of the quantities actually supplied.
- Packaging:** Packaging is invoiced separately at the agreed price.
- Dispatch:** Dispatch takes place according to order confirmation and is not included in the price unless otherwise agreed. If the customer himself arranges for transport or requests the seller to arrange transport for the purchaser against separate invoice, such transport shall take place for the purchaser's own account and risk, i.e. delivery ex works.
- Delivery:** In the event of delivery ex works, the goods will normally be ready for collection after 3 p.m. on the agreed date of delivery, unless the customer has been notified otherwise prior hereto.
We undertake no liability for the consequences of a possible delay. In the event of strike, lock-out, import restrictions, other force majeure or other impediment to operations at our suppliers or any other circumstances beyond our control, our time for delivery shall be postponed by a period equalling the duration of the impediment in question.
In the event that the said impediments to the execution of an order either cannot be remedied at all or can be remedied only by incurring disproportionate costs, the seller reserves the right to cancel the order.
- Retention of title:** The goods sold shall remain our property until the goods have been paid for in full.
- Payment:** Terms of payment are Net cash 20 days unless anything else is agreed in writing. Payment shall be made to our account with Nordea, the branch in Varde. If payment is not made punctually, we shall be entitled to charge interest at the rate of 1.5% per month or fraction of a month.

CLAIMS ON ACCOUNT OF DEFECTS AND THE SELLER'S LIABILITY, INCLUDING PRODUCT LIABILITY

1. The purchaser shall examine the goods upon receipt. Claims against the seller on account of defects which are ascertained or should have been ascertained at such time or which are ascertained later shall be made forthwith. No action shall be taken in respect of such goods for which a claim is made unless this has been agreed with the seller. Under no circumstances shall the purchaser be entitled to make any claim against the seller on account of defects later than 3 weeks from the date of delivery of such goods.
2. Claims on account of defects shall not entitle the purchaser to cancellation, damages or a proportionate reduction of the price or to retention of payment.
3. Regardless of whether or not any defects are attributable to us, our liability shall be limited to the remedy of any defects or replacement delivery of the goods in question free of charge. Our liability covers only defects that can actually be ascribed to our consignment. The costs of ascertaining the defect, any dismantling, dispatch and re-installation are not included in our liability, but shall be defrayed by the customer. Our liability does not include any consequential loss, loss of time, loss of profit or other indirect loss. When processing customer materials, we reserve the right to an ordinary waste rate.

We draw attention to the fact that our duty to remedy defects or to effect replacement delivery does not cover:

- a) Damage arising during transport where dispatch takes place for the customer's own account and risk;
 - b) Corrosion damage if the material applied has been supplied by the purchaser or according to the purchaser's instruction, unless we have undertaken separate liability for corrosion in connection with processing of the material;
 - c) Damage caused by incorrect application;
 - d) Damage caused by incorrect handling;
 - e) Damage caused by exceptional state of operation.
4. For injuries to people and damage to property resulting from defects in the products supplied and/or services provided (product liability), we shall be liable solely to the extent that liability follows from mandatory statutory provisions. The seller shall thus not be liable for damage to property intended for commercial use (damage to commercial property). Our liability does not include consequential loss, loss of time, loss of profit or any other indirect loss. The purchaser shall indemnify the seller to the extent that liability is imposed on the seller towards a third party for such damage or for such loss as the seller shall not be liable for according to the above.
 5. Applicable law, venue and partial invalidity
 - a) These terms of sale and delivery and all legal aspects/legal relations between the seller and purchaser shall be governed solely by Danish law. The venue shall be the Commercial and Maritime Court in Copenhagen, Denmark.
 - b) In the event that a provision in these terms of sale and delivery or a provision within the framework of other agreements may be or may become invalid, this shall not affect the validity of the rest of the provisions or agreements.

