

General SALES AND DELIVERY TERMS



1. QUOTATIONS

Quotations are binding only in writing. Unless otherwise agreed, quotations are valid for thirty (30) days.

Unless otherwise agreed in writing, BLÜCHER sells **only** on the basis of BLÜCHER's general sales and delivery terms. This also applies if orders are submitted on a standard form containing the customer's sales and delivery terms or in a manner which refers to the customer's sales and delivery terms.

2. TECHNICAL DATA

All technical information and data apply only to the extent to which the information is supplied to BLÜCHER in writing, and BLÜCHER always requires the customer's approval of drawings for special products to be made to the customer's specifications. BLÜCHER cannot accept responsibility for the accuracy of technical data supplied by the customer.

3. PRICES

All prices quoted are exclusive of VAT but inclusive of packaging. Unless otherwise agreed in writing, all prices are in Danish kroner. The customer is responsible for import VAT on exports to third countries, but BLÜCHER will prepare pro forma invoices.

All orders are delivered at prices valid on the day of the order.

Discounts are offered only by special written agreement.

4. DELIVERY

Specified delivery times apply only to written order confirmations. In the event of force majeure, including production stops, public restrictions, lack of materials, delays in transport or other events over which BLÜCHER has no control, BLÜCHER shall be entitled to postpone delivery times by the duration of the event in question. Any such postponement to the delivery time shall be under the condition that BLÜCHER advises the customer in writing within seven (7) days of the beginning of the event in question.

Unless otherwise agreed, deliveries are **ex factory**.

Unless otherwise agreed in writing, BLÜCHER sells all products on the condition that BLÜCHER retains ownership of goods sold until the purchase price has been paid in full.

5. RETURN OF GOODS

Returned goods are accepted only by prior written agreement. Returned goods must always be accompanied by invoice or despatch number. Current goods are credited less 30% of the invoiced price unless otherwise agreed in writing. Goods made to order and obsolete goods cannot be returned.

All returns are made at the customer's expense and risk.

6. PAYMENT

Terms of payment are nett cash unless otherwise agreed in writing.

Payments made after the due date incur interest at the rate of 1.5% per month on the sum due.

In the event of any counterclaim, the customer may not, except in the case of a connected claim, offset the sum due.

7. PRODUCT LIABILITY

To the extent that statutory provisions do not provide otherwise, BLÜCHER's product liability is as follows:

BLÜCHER is liable for personal injury only if it is proved that the injury is attributable to error or negligence on the part of BLÜCHER or other parties for whom BLÜCHER is responsible. BLÜCHER is liable, under the same conditions applying to personal injury, for damage to property and chattels, including products manufactured by the customer and products into which these enter as components, to a maximum of five million Danish kroner per event and twenty million kroner per annum.

BLÜCHER cannot accept liability for operating losses, loss of profit or other indirect losses.

To the extent to which product liability to third party may be imposed upon BLÜCHER, the customer shall indemnify BLÜCHER against claims to the same extent to which BLÜCHER's liability is limited under the preceding three sections. These limitations to BLÜCHER's liability shall not apply if BLÜCHER is guilty of gross negligence.

If a claim of product liability under this provision is made against either BLÜCHER or BLÜCHER's customer by third party, the party concerned shall immediately advise the other party of the claim. BLÜCHER and the customer are mutually bound to allow a claim made against one of the parties on the basis of an injury allegedly caused by the product to be heard in the court or the arbitration court which handles liability claims.

8. DEFECTS AND DEFICIENCIES

On receiving the goods, the customer shall make the required checks to verify that the goods are free of defects and deficiencies. The check shall include construction and manufacturing defects and/or defects in materials.

BLÜCHER cannot be held liable if goods are found to have been damaged during transport. Except by special written agreement, BLÜCHER cannot accept liability for the transport of goods to the place of delivery.

Claims concerning defects or deficiencies in goods delivered can be recognised only if BLÜCHER receives written advice immediately after the defect or deficiency is found, and in any event within one year of delivery.

If confirmed/visible defects or deficiencies are found, BLÜCHER must be advised within eight (8) days of receipt of the goods. BLÜCHER's liability shall otherwise lapse.

Valid defects or deficiencies which are claimed by the customer will be remedied by BLÜCHER by repair and/or replacement at BLÜCHER's option. BLÜCHER is liable only for the remedying of defects and deficiencies and the customer cannot claim compensation for any operating losses, loss of profit or other indirect losses, including consequential losses.

9. JURISDICTION AND VENUE

Any disputes between the customer and BLÜCHER shall be resolved under Danish law and, at the plaintiff's option, in the first instance by the court in Herning or the Maritime and Commercial Court in Copenhagen.

If the International Sale of Goods Act is the basis of resolution of disputes under civil international legal provisions, the parties are agreed that the Danish version of the International Sales of Goods Act shall apply.

10. CONSTRUCTION DELIVERIES CLAUSE (applicable only to deliveries in Denmark)

For deliveries to construction sites in Denmark, BLÜCHER agrees to assume liability for a period of up to five (5) years from delivery under Article 54 of the Sale of Goods Act. This extended period of liability shall not, however, imply any limitation in BLÜCHER's right to cancel the transaction or to claim compensation or remedy.

11. COMPLAINTS

Complaints shall not be valid unless made in writing. If complaints are not made in writing or within the agreed or statutory limits, any claim against BLÜCHER shall lapse.

BLÜCHER shall not be liable in cases where written directions given by BLÜCHER concerning installation checking procedures, use and maintenance have not been followed.

The customer shall have the burden of proof in court that the directions given have been complied with. In cases where BLÜCHER has not given directions, namely in cases involving special products made to the customer's specifications, the onus of proving that the goods have been handled responsibly with regard to installation, operation and maintenance shall rest with the customer.

12. LIMITATION OF LIABILITY

BLÜCHER's liability shall be **limited to the value of the invoiced price** of the defective goods, irrespective of the kind and nature of the defect.