

General terms and conditions of sale applicable to sales invoiced from BLÜCHER Metal A/S (Denmark) to customers outside Denmark, except for customers in Germany valid as per 1 January 2011

QUOTATIONS

Only written quotations shall be binding. Quotations shall be valid for up to thirty (30) days unless otherwise agreed.

For orders placed using standard forms containing the ordering party's terms and conditions of sale otherwise referring to the ordering party's terms and conditions of sale, it is clarified that BLÜCHER, unless otherwise separately agreed in writing, only sells on the basis of BLÜCHER's general terms and conditions of sale.

TECHNICAL DATA

All technical information and data shall be valid only where the information is announced to BLÜCHER in writing, and BLÜCHER always requires the ordering party to approve drawings of bespoke products manufactured to specifications given by the ordering party. BLÜCHER assumes no liability for the correctness of technical data provided by the ordering party.

PRICING

All prices quoted are exclusive of VAT but include standard packaging. Unless otherwise agreed in writing, transactions are in EUR.

When exporting from Denmark, the import VAT and customs duties are paid by the ordering party, but BLÜCHER issues a pro forma invoice.

All orders are delivered at the prices in effect on the order day.

Discounts are not offered unless separately agreed in writing.

DELIVERY

Any delivery times stated apply only in accordance with written order confirmation. Unless otherwise agreed, delivery is **EX WORKS** in accordance with Incoterms 2010, so that delivery is effected at BLÜCHER's place of business and shipment is at the expense and risk of the buyer.

RESERVATIONS ABOUT DELIVERY

BLÜCHER shall be entitled to postpone delivery in case of force majeure, labour dispute, fire, lack of means of transport, shortage of materials, supplier default, interruption of production, public restrictions or other events beyond BLÜCHER's control. BLÜCHER may postpone delivery for a period corresponding to the duration of the hindrance, provided that BLÜCHER informs the buyer hereof in writing no later than seven (7) days after the onset of the hindrance.

RETENTION OF TITLE

BLÜCHER retains title to the products delivered until final payment has been effected. For the duration of this period, the buyer may not sell the delivered products and shall store the delivered products safely.

RETURN

Return of products shall only be accepted subject to prior written agreement. When returning products, the invoice or consignment note number for the returned products shall always be stated. Saleable products are credited with a deduction of at least 30% of the invoiced amount with due consideration of the condition of the product, examination of the product etc. This applies unless otherwise agreed in writing. Return of bespoke and non-saleable products shall not be accepted. The return shall be at the expense and risk of the buyer.

PAYMENT

The terms of payment are net cash unless otherwise agreed in writing. When payment is made after the expiry of the payment deadline, interest of the balance due shall be charged at a rate of 1.5% per month.

In case of counterclaims, the ordering party shall not be entitled to off-setting against due amounts unless the counterclaim derives from the same legal relationship.

PRODUCT LIABILITY

Unless mandatory legal provisions stipulate otherwise, BLÜCHER's product liability is as follows:

BLÜCHER's liability in damages in connection with product liability for personal injury shall be limited to cases where BLÜCHER or others for whom BLÜCHER is responsible have been guilty of gross negligence or wilful misconduct.

BLÜCHER's product liability for damage to real or personal property, including products manufactured by the customer or products in which such products form part, shall be limited to cases where BLÜCHER or others for whom BLÜCHER is responsible have been guilty of gross negligence or wilful misconduct. Such liability shall not exceed EUR 650.000 per damage and an annual total of EUR 2,5 million, however.

BLÜCHER shall not be liable for any operational loss, loss of earnings or other indirect loss.

If BLÜCHER is held liable to a third party for defects in its products, the customer shall indemnify and hold BLÜCHER harmless to the same extent as BLÜCHER's liability is limited as stipulated in this clause.

If a third party files a claim against either BLÜCHER or BLÜCHER's customer for liability in damages under this provision, the party in question shall inform the other party of the claim without delay. BLÜCHER and the ordering party shall be mutually obliged to subject themselves to legal proceedings at the court of law or arbitration tribunal processing claims for damages filed against them based on alleged damage caused by the product.

DEFECTS

Upon receipt of the product, the ordering party shall carry out a careful inspection to establish whether the product is free from defects, including an investigation of defects of construction/manufacturing and/or materials.

If a product is damaged in transit, BLÜCHER shall be exempt of liability as BLÜCHER shall accept no obligations regarding the transport of the product to the destination unless separately agreed in writing.

The period within which notice of any lack of conformity of goods must be made is one (1) year after delivery. Defects may generally only be claimed where BLÜCHER receives written notice immediately after the defect is ascertained. In case of ascertainable/visible defects, BLÜCHER must receive notice thereof within eight (8) days after the receipt of the products, as BLÜCHER's liability shall otherwise lapse.

BLÜCHER shall be entitled to remedy any defects rightfully cited by the ordering party by means of repair, reconditioning and/or redelivery at the discretion of BLÜCHER. BLÜCHER shall only be liable for remedying of defects and the customer may consequently not claim compensation for any operational loss, loss of profit or other indirect loss, including derived claims.

GOVERNING LAW AND VENUE

Any disputes shall be attempted solved amicably. Any disputes arising out of a purchase agreement between BLÜCHER and the buyer shall be governed by Danish law. This shall also apply to cases where the buyer does not reside in Denmark. Legal proceedings between BLÜCHER and the buyer shall be instigated at the court of Herning, Denmark.

COMPLAINTS

To be valid, all complaints must be in writing. Where complaints are not registered in writing and where agreed or statutory complaint deadlines are not observed, all claims against BLÜCHER shall lapse.

BLÜCHER shall also be exempt from liability in cases where the ordering party fails to observe BLÜCHER's instructions for installation control, use and maintenance.

The onus of proof of compliance with instructions given rests with the ordering party. In cases where BLÜCHER has not supplied instructions, viz. in case of bespoke products manufactured to specifications given by the ordering party, the ordering party shall carry the onus of proof for the proper handling of the products with respect to installation, operation and maintenance.

LIMITATION OF LIABILITY

Notwithstanding the character and nature of the defect, BLÜCHER's liability shall be limited to the invoiced value of the defective product.