

GENERAL CONDITIONS OF SALE

FIBERPARTNER APS

1.0 **Validity.**

- 1.1 The general terms of sale and delivery mentioned below applies all offers, sale and supply, unless anything else has been agreed in writing.
- 1.2 In the event of disagreements between the individual terms of the parties, Fiberpartner ApS' general terms of sale and delivery shall be in force.

2.0 **Offers and sale.**

- 1.3 All offers made in writing shall be binding for 5 days, so that the offer must be accepted 5 days from the dating of the offer, unless another validity is specified in the offer.
- 1.4 However, all offers concerning stock goods are subject to the goods being unsold until the acceptance of the buyer is available.

3.0 **Price.**

- 3.1 All prices shall be stated in Euro exclusive of VAT, and the buyer shall tolerate changes in price as a consequence of changes in exchange rate, duties, taxes, freight rates, BAF, CAF, peak surcharge, congestion surcharge or any other surcharge in regards to transportation and dues etc. in the period between the date of offer and payment. Any change in the duties stated above will be imposed on the purchase price.
If Incoterm agreed is CFR or CIF named Ocean Port, any demurrage costs occurring in the port of arrival is the responsibility of the buyer, unless Fiberpartner has failed to deliver the documents necessary for delivery in due time to the buyer.
- 3.2 If sale has been agreed in another currency Fiberpartner ApS reserves the right to change the prices as a consequence of changes in the rates of exchange in the period between the offer and the payment.
- 3.3 If the delivery is a successive delivery Fiberpartner ApS reserves the right to change the prices in accordance with the above-mentioned clause 3.1 and 3.2 for each individual partial delivery unless anything else has been agreed in writing. On that occasion Fiberpartner ApS is entitled to partial invoicing.

4.0 **Sales material.**

- 4.1 All information and data in Fiberpartner ApS general sales material, pricelists and the like can both directly nor indirectly be considered to contain warranties and will only be binding as far as the agreement expressly refers to these warranties.

5.0 **Payment.**

- 5.1 Payment is cash on delivery unless anything else has been agreed in writing or stated in the invoice.
- 5.2 After the due date for payment interest will be calculated by 1.67% per month or fraction of a month together with compound interest.
- 5.3 In the event that delivery is impeded as a consequence of the conditions of the buyer storage shall take place at the buyer's risk as well as store rent shall be charged and the purchase price falls due for payment.
- 5.4 The buyer is not entitled to set off against the purchase price unless Fiberpartner ApS recognizes the counterclaim in writing.
- 5.5 In the event that the solvency of the buyer is reduced considerably in Fiberpartner ApS opinion after the offer was made, Fiberpartner ApS is entitled to claim a security for the purchase price as a condition for carrying out of the order.

6.0 **Conditional sale.**

- 6.1 The sold goods remain Fiberpartner ApS property until the purchase price has been paid.

7.0 **Delivery.**

- 7.1 Agreed terms of delivery shall be interpreted in accordance with the Incoterms in force by the formation of contract. Delivery is Ex Works, unless anything else has been agreed in writing.
- 7.2 Fiberpartner ApS reserves the right to delivery by installments.

8.0 **Liability for delays.**

- 8.1 Fiberpartner ApS *is not liable* for operating loss, loss of profit or other financial losses, which the buyer or a third party has suffered as a consequence of delay.
- 8.2 Moreover Fiberpartner ApS is not liable for delay, unless it can be proved that the delay can be ascribed to Fiberpartner ApS or others, for whom Fiberpartner ApS is liable, as negligent.
- 8.3 Statement of terms of delivery has been laid down to the best judgement, but Fiberpartner ApS reserves the right to postpone the term of delivery due to circumstances stated in clause 12.0.

9.0 **Quantity – quality tolerance.**

- 9.1 Fiberpartner ApS reserves the right to deviations in quantity of up to 10% of the agreed quantity.
- 9.2 The properties, weight etc. of the sold goods may vary within a certain tolerance.
- 9.3 The sold goods are considered to be delivered according to the agreement if the values are within the usual tolerances of the line of business or if it corresponds to the special qualification specifications, which have been separately agreed in writing.

10.0 **Liability for defects.**

- 10.1 On delivery of the products the buyer shall make a proper check of the delivered goods before application and the buyer can not claim any defects, which should have been revealed by the buyer during the check. Moreover a proper examination shall take place currently in connection with maintenance.
- 10.2 Fiberpartner ApS is not liable for the buyer's application of the sold goods.
- 10.3 Fiberpartner ApS *is not liable* for operating loss, loss of profit or other financial losses, which the buyer or a third party has suffered as a consequence of defective goods.
- 10.4 Fiberpartner ApS is entitled to replace the defective goods within a reasonable time.
- 10.5 In the event that replacement can not take place, Fiberpartner ApS reserves the right to grant a proportional reduction of the price without further claims from the buyer. Compensation/reduction can never exceed the purchase price of the total defective delivery.

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11.0 **Complaints.**

- 11.1 In case of defects/delay the buyer shall make a written complaint without delay after delivery towards Fiberpartner ApS.
- 11.2 The buyer loses the right to claim any defects of the products if complaint has not taken place before application of 20% of the delivery, yet 3 months after delivery, at the latest

12.0 **Product liability.**

- 12.1 Fiberpartner ApS is only liable for defective machines to the extent that it appears from invariable statutory provisions.
- 12.2 Moreover, Fiberpartner ApS is only liable for personal injury if it is proved that the injury is due to mistakes or negligence made by Fiberpartner ApS or others to whom Fiberpartner ApS is responsible.
- 12.3 Fiberpartner ApS not liable for the buyer's application of the products, as well as Fiberpartner ApS is not liable for damage to property after delivery and not for damage, which occurs while the products are in the possession of the buyer.
- 12.4 Fiberpartner ApS *is not liable* for operating loss, loss of profit or other financial losses, which the buyer or a third party has suffered as a consequence of defective goods.
- 12.5 In the event that a product liability is imposed on Fiberpartner ApS towards a third party the buyer shall indemnify Fiberpartner ApS to the extent it follows from the above.
- 12.6 The buyer shall allow legal proceedings against himself by the same venue and the same governing law as Fiberpartner ApS.
- 12.7 If a third party makes a claim for product liability against one of the parties this party shall inform the other party immediately.

13.0 **Force majeure.**

- 13.1 Fiberpartner ApS is not liable for entire or partial delay or non-performance as a consequence of force majeure including war, riots, strike, lock-out, boycott, export prohibition and import prohibition, seizure and exchange controls, common shortage of goods, fire, natural disaster or similar circumstances, which Fiberpartner ApS has not been able to avoid and which consequences Fiberpartner ApS has not been able to resist.
- 13.2 Fiberpartner ApS shall inform the buyer of such circumstances without undue delay.
- 13.3 Each of the parties can cancel the agreement in writing without liability when performance has been made impracticable for more than 3 months due to force majeure.

14.0 **Restraint of liability.**

- 14.1 Fiberpartner ApS *is not liable* for operating loss, loss of profit or other indirect losses, which the buyer or a third party has suffered and regardless whether the liability is due to delay, defects liability or product liability. As far as the defects liability is concerned the compensation can not amount to more than the purchase price, while the compensation concerning delay can amount to a maximum of 7½ % of the purchase price.

15.0 **Governing law and venue.**

- 15.1 Any dispute between the parties shall be settled in accordance with Danish law, however, the international Sale of Goods Act (CISG) shall not apply and the venue is the Court in Vejle.