



Terms and conditions of sale

Unless a specific written agreement has been made, the following conditions apply:

Prices:

The prices listed are ex works seller's plant in Ballerup, Denmark, and are subject to changes without notice. Prices include the cost of standard domestic packing. If packing is required, an additional charge will be made.

Prices & taxes:

Prices listed do not include local sales or excise taxes.

Credit approval:

Orders are normally subject to prepayment. Subject to approval by seller's credit department, terms are net 30 days from date of invoice.

The seller shall be entitled to charge interest rate of two percent per month or part thereof in respect of any sum still outstanding after the date on which it becomes due for payment.

Shipments:

Shipments are made with transportation charges collect unless otherwise specified by the buyer. Buyer's routing is used when practicable. Shipments are routed according to seller's best judgement unless carrier is specified by the buyer. The seller cannot be held responsible for selecting the cheapest and fastest routing.

Passing of risk and property:

Notwithstanding delivery, the property (including the legal beneficial equitable title) in the material shall not pass to the buyer until the whole of the price has been paid. Payments shall be applied to invoices in the order in which they were issued and to material in the order in which they are listed in invoices. The seller reserves the right exercisable in writing to waive the provisions of this retention of title term at any time before payment of all monies owing has been made and declare that property in all or any of the material supplied has passed. Until payment the buyer shall hold the material as bailee for the seller and the following provisions of this clause shall apply.

The buyer may not (1) sell or otherwise dispose of the material (or any part thereof) or (2) cause or permit the same to be mixed with or incorporated into other goods until the seller has been paid in full. Should the buyer dispose of the material in breach of sub-clause (1) of this clause the seller's beneficial entitlement shall attach to the proceeds of sale. Should the buyer dispose of the material in breach of sub-clause (2) of this clause the seller's beneficial entitlement shall attach to a just proportion of the proceeds of sale.

If the buyer defaults in the punctual payment of any sum owing to the seller then the buyer shall be entitled to the immediate return of all material sold by the seller to the buyer (or the documents of title relating thereto) in which the property has not passed to the buyer, and the buyer hereby authorizes the seller to recover the material or documents and to enter any premises of the buyer for that purpose. Demand for or recovery of the material or documents by the seller shall not of itself discharge either the buyer's liability to pay the whole of the price and take delivery of the material or the seller's right to sue for the whole of the price.

Acceptance of orders:

Orders are valid only when accepted at seller's office in Ballerup, Denmark.

Quotations:

Only written quotations are valid.

Claims for damage or loss in transit:

Claims for damage or loss while material is in transit must be made against the carrier by the buyer.

Claims for shortage:

Claims for shortage must be made within 30 days of the date of shipment of material from seller's plant.

Specification changes:

All designs and specifications of seller's product are subject to change without notice, provided the changes do not materially affect performance.

Returned material:

Written authorization must be obtained before returning material. In no case will seller authorize return of material more than 90 days after shipment from seller's plant. Credit for returned material is issued by the seller only to the original purchaser. Returned material is to be shipped prepaid.

Delays or inability to perform:

The seller is not liable for delays or inability to fulfill contractual obligations when the causes thereof are beyond the reasonable control of the seller.

Cancellation or changes in acknowledged orders:

Cancellation or changes in acknowledged orders by the buyer are accepted only on terms that protect the seller against loss.

Limited Warranty:

The seller warrants that at the time of shipment, the products manufactured by the seller are free from defects in material and workmanship.

The seller's obligation under this warranty is limited to replacement or repair of such products within one year from the date of shipment. No material is accepted for replacement or repair without written consent from the seller.

Replacement or repair will not be carried out before an examination has been made at the seller's plant, which verifies defective material, or workmanship at the time of manufacture.

All shipping charges on the return material must be prepaid by the buyer.

Seller is in no event liable for consequential damages, installation cost or other costs of any nature as a result of the use of the products manufactured by the seller whether used in accordance with instructions or not.

This warranty is in lieu of all others, either expressed or implied. No representative is authorized to assume for the seller any other liability in connection with the seller's products.

Disputes and Applicable Law:

Disputes arising out of or in connection with sales shall not be brought before the court, but shall be finally settled by arbitration in accordance with the law on arbitration applicable in Denmark.

Unless otherwise expressly agreed, the sales shall be governed by Danish law.

MEC A/S