

# Hvide Sande Skibssmedie A/S

## General terms of sale and delivery Hvide Sande Skibssmedie A/S

**Hvide Sande Skibssmedie A/S**  
Nordhavnskej 9-11  
6960 Hvide Sande  
DK – Denmark  
Tel. +45 9731 1822  
Fax. +45 9731 2930  
CVR no. 15 90 82 03  
[www.hvss.dk](http://www.hvss.dk)

### 1. APPLICATION

Unless specifically derogated from by another written agreement, these general terms of sale and delivery shall apply to any delivery of either products and/or services from Hvide Sande Skibssmedie A/S, hereinafter referred to as HSS.

Unless otherwise stated, quotations and estimates shall apply only for a period of one month from the date of the quotation or estimate or in the absence of a date for a period of one month from the date on which the quotation or estimate was received.

### 2. PRICES AND PRODUCT INFORMATION

Unless otherwise agreed, the price list of HSS in force at any time shall apply.

Information included in the product information and price lists of any third party shall only be binding in so far as the agreement makes explicit references thereto.

Unless otherwise stated, prices shall be excl. VAT and intended for non-consumers.

HSS shall assume no liability for any printing errors, wage and salary increases and rises in the prices of any third party.

### 3. DRAWINGS AND OTHER TECHNICAL DOCUMENTS

Drawings and other technical documents concerning the equipment or the making thereof which the customer receives before or after the conclusion of the agreement shall belong to HSS and shall not, without the consent of HSS, be permitted to be used for any other purpose than the purpose for which the customer received such material, and shall not, moreover, be permitted to be copied, reproduced, handed over or in any other way communicated to any third party.

### 4. APPROVALS

Unless otherwise agreed in writing, the customer himself shall be responsible for obtaining the final approvals from the authorities, including any approvals from the Danish Working Environment Authority, in connection with installation.

### 5. DESIGN CHANGES

HSS shall reserve the right, before delivery without prior notice to the customer, to make such changes in the design, construction, etc. as HSS may consider necessary.

Such changes shall not entitle the customer to rescind the purchase unless a specific design, construction, or the like was a precondition for the purchase accepted by HSS. Any changes made and any resulting termination of the agreement shall not entitle the customer to receive any compensation.

### 6. PASSING OF RISK

Unless otherwise agreed in writing, deliveries which will not be installed by HSS shall be deemed to be sold EXW – i.e. ex works.

HSS shall give the customer sufficient notice to enable him to dispose of the delivery when the delivery is ready for collection.

In the event that HSS is responsible for transport arrangements, including in connection with installation or any other service related to the agreement, the customer shall be charged separately for transport, customs clearance, transport insurance and other expenses incidental to transport.

When the risk for the delivery has passed to the customer, HSS shall not be liable for any defects apart from the obligations stipulated in these general terms of sale and delivery or otherwise agreed in writing.

### 7. DELIVERY

Unless otherwise agreed in writing, stated times of delivery shall be made to the best knowledge and belief of HSS.

Time of delivery shall be the date stated for collection by the customer, dispatch by HSS or completion of the installation.

#### HSS

Should HSS reach the conclusion that the agreed time of delivery cannot be observed or that a delay is likely to occur, the customer shall receive written notice thereof. If possible, the customer shall also be notified of the time at which delivery is expected to be made.

Should HSS be unable to deliver the goods sold at the agreed time of delivery or at an extended time of delivery according to the above provision, the customer shall be entitled to rescind the purchase.

The liability of HSS for any loss suffered by the customer as a result of delay or non-delivery shall never exceed 10 per cent of the part of the agreed purchase price covering the part of the equipment for which the agreement is terminated. Any delay on the part of HSS due to force majeure shall not entitle the customer to receive any compensation, but only to terminate the agreement in accordance with the provisions on this subject stipulated below.

The limitation of the liability of HSS mentioned above shall not apply in the case of gross negligence on the part of HSS.

#### THE CUSTOMER

Should the customer fail to accept delivery of the equipment at the time of delivery, he shall nevertheless be obliged to effect any payment conditional on delivery as if delivery of the equipment in question had taken place. HSS shall arrange for the storage of the equipment for the customer's account and at his risk.

HSS shall be entitled by written notice to request the customer to accept delivery of the equipment within a reasonable time. If the customer fails to do so within the stipulated time, HSS shall be entitled, by written notice to the customer, to terminate the agreement with respect to the part of the equipment which is ready for delivery, but which has not been delivered due to the customer's failure to accept delivery. Apart from any payments conditional on delivery, HSS shall be entitled to receive compensation for the

# Hvide Sande Skibssmedie A/S

damage suffered by HSS as a result of the customer's non-performance.

## 8. PAYMENT

Due date shall be 14 days from the date of invoice.

If the customer fails to pay at the agreed time and if this delay is not due to HSS, HSS shall be entitled, as from the due date, to charge a default interest of 1.5 per cent per month.

Place of performance of the customer's payment obligation shall be as stated on the invoice.

## RESERVATION OF TITLE

**The delivery shall remain the property of HSS until payment in full has been effected. Payment by cheque, bill of exchange or debt instrument shall not be considered as payment until fully redeemed.**

## 9. LIABILITY FOR DEFECTS

HSS shall be obliged and entitled, for a period of 12 consecutive months after delivery without undue delay, at its own discretion to replace or repair the goods delivered in case of any defects in the design, material, manufacture or workmanship of the said goods.

Remedy shall not include such cases where defects are due to the delivery not being maintained and used in full compliance with the directions of HSS or where defects are caused by incorrect or inappropriate use, changes or technical modifications made without the written consent of HSS or by the delivery being exposed to extraordinary climatic stress.

Wear parts shall not be covered by the obligation to remedy defects.

Should the customer wish to complain about any defects, a written complaint shall be submitted within eight days from the time of delivery or from the time at which the defect could be detected.

When HSS receives a complaint about a defect which is considered to be covered by this provision, HSS shall, without undue delay, remedy the defect.

If the customer is able to remedy the defect himself on his site, HSS' obligation to remedy defects pursuant to this provision shall be fulfilled when HSS forwards a new or repaired part.

Any dismantling or mounting expenses in connection with the mounting of a new or repaired part is of no concern to HSS.

In the event that defective deliveries or parts are returned to HSS for the purpose of replacement or repair, the customer shall, unless otherwise agreed, pay the costs and bear the risk with respect to the transport.

When deliveries or parts in the form of replaced or repaired parts are forwarded to the customer, the transport shall, unless otherwise agreed, take place for the account and at the risk of HSS.

Defective parts which have been replaced pursuant to the above shall be placed at the disposal of HSS.

HSS shall remedy the parts of the delivery which have been replaced or repaired on the same terms and conditions as the ones applying to the original delivery. HSS' obligation to remedy defects shall not, however, apply to any part of the delivery for more than two years from the original time of delivery.

In the event that HSS has not within a reasonable time fulfilled its obligations pursuant to the above, the customer shall provide HSS in writing with a reasonable time for fulfilment. If the obligations have not been fulfilled before expiry of the time stipulated, the customer shall be entitled to demand a proportionate reduction, which shall not, however, exceed 10 per cent of the price of the goods delivered. This limitation shall apply irrespective of the number and type of defects of the goods delivered. If the defect is material, the customer shall instead be entitled to terminate the agreement by written notice to HSS. When terminating the agreement, the

customer shall be entitled to claim compensation for his loss. The liability of HSS for any loss suffered by the customer due to defects shall never exceed 10 per cent of the part of the agreed purchase price covering the part of the equipment for which the agreement is terminated.

The customer shall not be entitled to demand replacement or the reimbursement of payments.

The liability of HSS shall not include defects caused by material provided by the customer, or designs prescribed or specified by the customer, or work performed by any other party than HSS.

## 10. LIABILITY FOR DAMAGE CAUSED BY THE DELIVERY - PRODUCT LIABILITY

If a delivery from HSS causes any damage, HSS shall be liable for personal injury provided that it can be documented that the damage is caused by actions or omissions on the part of HSS.

HSS shall not assume any liability for damage to property or chattels personal.

If HSS is held liable towards any third party, the customer shall be obliged to indemnify HSS. In that case the customer shall be under an obligation to let legal proceedings be instituted against him in the same court of law entrusted with the hearing of claims against HSS.

## 11. EXEMPTION FROM LIABILITY - FORCE MAJEURE

Should any of the following events prevent the performance of the agreement or render performance unreasonably onerous, such events shall result in exemption from liability.

Labour conflicts, strikes, lock-outs and any other event outside the control of the parties, such as fire, war, mobilisation or unforeseen military call-ups of similar extent, sabotage actions, requisitioning orders, confiscation, exchange restrictions, rebellion and civil unrest, lack of means of transport, general scarcity of goods, energy restrictions and defects of deliveries from subsuppliers or delays in connection with such deliveries caused by any of the events mentioned in this clause.

## 12. LIMITATION OF LIABILITY

The liability of HSS shall in all cases be limited to include the deliveries appearing from the concluded agreement. HSS shall not, therefore, be liable for any secondary services, including services in the form of consultancy and presentations, which have not been agreed in writing and not invoiced.

Apart from the limitations mentioned in the above clauses applying in all cases - including compensation due to delay, defects or product liability in case of proportionate reduction - HSS shall limit its financial liability in connection with any delivery to DKK 5,000,000.00 for personal injury and damage to property and DKK 1,000,000.00 for damage to components and prevention of danger. HSS shall under no circumstances assume any liability for the buyer's or any third party's operating loss, loss of time, loss of profit, loss of goodwill, loss of data and other indirect losses.

## 13. PARTIAL INVALIDITY

Should one or more of the provisions included in these general terms of sale and delivery be found invalid, unlawful or impracticable, the other provisions shall remain in force and the provision(s) in question shall be replaced by approximately similar provisions resulting in an approximately similar legal status for HSS.

## 14. SETTLEMENT OF DISPUTES - VENUE

Any disputes arising out of the agreement or any provisions added thereto shall be settled in pursuance of the rules of Danish law and with the Court in Herning as the agreed venue.