

January 2018

1. **Basis for the agreement**

- 1.1. The following sales and delivery terms apply to all offers, orders and deliveries from JS Proputec A/S (hereafter referred to as JS Proputec) for any buyer, unless otherwise explicitly agreed in each case.
- 1.2. Any change or departure from these terms of sale and delivery must be agreed in writing.

2. **Product information**

- 2.1. All information and data in product information, illustrations, drawings and information regarding technical properties in product descriptions, brochures, circulars and presentations are purely indicative. Similarly, information in price lists etc. is only indicative. The information will only be binding for JS Proputec if a separate guarantee is granted as part of the agreement with the buyer.

3. **Offer**

- 3.1. An offer made by JS Proputec is valid for 60 days from the date of offer, unless otherwise stated in the specific offer.
- 3.2. The quoted prices in the offer to the buyer are ex. VAT and any other taxes, assembly and packaging, unless otherwise stated in the specific offer.
- 3.3. JS Proputec owns the property rights to drawings and proposals, as well as any intellectual property rights contained in the offer, unless otherwise stated. The buyer must not copy, reproduce or make these available to third parties without the written consent of JS Proputec.
- 3.4. No retailer, distributor or agent is authorised to make changes or additions in offers made by JS Proputec, and JS Proputec accepts no responsibility for such changes, unless written permission is granted by JS Proputec.

4. **Orders**

- 4.1. Any order must be confirmed in writing by JS Proputec before it is considered that a binding agreement has been entered into with the buyer. In case of a discrepancy between an order and an order confirmation, the order confirmation takes precedence. JS Proputec is not obliged to accept an order.
- 4.2. The order is delivered at a confirmed price subject to price increases resulting from changes in trade terms, public taxes, exchange rates, commodity supplies, and similar, which are beyond the control of JS Proputec.
- 4.3. Cancellations of orders will only be accepted by agreement and against payment of JS Proputec's loss.
- 4.4. When executing the order, JS Proputec reserves the right to make any changes deemed technically necessary. The order will be manufactured and delivered in accordance with Danish standards and regulations, unless otherwise agreed and/or expressly mentioned in the order confirmation.
- 4.5. No retailer, distributor or agent is authorised to make changes or additions to any order confirmation or agreement and JS Proputec accepts no responsibility for these, unless written permission is granted by JS Proputec.

5. **Delivery terms**

- 5.1. Unless otherwise specifically agreed in writing, the deliveries are sold ex works, cf. Incoterms 2010.
- 5.2. The delivery time is calculated from the date of JS Proputec's written order confirmation, provided that all technical details and formalities for the completion of the order at this time are available to JS Proputec. Otherwise, the delivery time is calculated from the time when all necessary conditions are made available to JS Proputec.
- 5.3. If a confirmed, irrevocable letter of credit or other payment security has been agreed, the delivery period will be calculated from the date when the payment security in question is made available, regardless of whether JS Proputec has submitted an order confirmation before this date, and regardless of whether all technical details and formalities are available to JS Proputec.
- 5.4. Stated delivery dates are only estimated and are not binding for JS Proputec, unless JS Proputec accepts a fixed delivery date in writing for all or parts of the delivery.
- 5.5. If the buyer fails to accept a completed delivery on the delivery date, the buyer will nevertheless be required to pay any fees as though the delivery had taken place. The delivery will from this date be at the buyer's risk, unless JS Proputec cancels the delivery, cf. section 5.6 below.
- 5.6. JS Proputec may cancel the agreement and claim damages from the buyer for losses suffered by JS Proputec as a result of the buyer's dereliction. In this connection, JS Proputec may dispose of the delivery to another party at the buyer's expense.
- 5.7. Delivery times will be extended in the event of force majeure, cf. section 10, with a period corresponding to the duration of the obstacle. If force majeure occurs during a delay for which JS Proputec is responsible, the consequences of this delay will be suspended during the period affected by the force majeure.
- 5.8. If the buyer fails to comply with the agreed terms regarding payment of the purchase price, JS Proputec will not be required to implement the delivery, and JS Proputec may stop an initiated delivery if payment is not made as agreed.
- 5.9. In the case of an agreed shipment, the risk is transferred when the goods are delivered to the carrier.

6. **Payment**

- 6.1. Unless otherwise agreed, 50% of the purchase price must be paid upon conclusion of the agreement, and 50% upon delivery. The purchase price must be paid without deductions and without fees and charges for JS Proputec, immediately after the due date in accordance with the payment terms specified in the invoice.
- 6.2. Timely payment of the prepayment described in section 6.1 is a prerequisite for the initiation and completion of the work within the estimated or agreed delivery period.
- 6.3. The buyer is not entitled to offset any counter-claims that are not accepted by JS Proputec in writing.

6.4. From the due date, penalty interest will be charged at a rate of 2% per commenced month.

7. Property rights

7.1. JS Proputec will retain ownership of the delivery until full payment has been made of all claims that JS Proputec has against the buyer in connection with the delivery, regardless of the legal basis.

7.2. The buyer is obliged, at his own expense, to insure the delivery for its total replacement value from the delivery date and until full payment has taken place in accordance with section 7.1.

7.3. The buyer assigns all his claims in advance in accordance with section 7.2. to JS Proputec for the period until the transfer of ownership.

8. Liability/claims

8.1. It is incumbent upon the buyer to carry out an inspection of the delivery immediately after delivery.

8.2. If the buyer wishes to complain regarding any defects, a written claim must be submitted without undue delay after the defect has been identified or should have been identified. Hereafter, the right to complain regarding such defects will be forfeited and the delivery will be deemed to have been approved.

8.3. In all cases, JS Proputec's liability for defects will expire 12 months after delivery. The limitation period is not extended as a result of replacement of defective parts of the delivery with new parts/components.

8.4. JS Proputec's liability lapses in the following cases:

- Lack of maintenance of the delivery
- Use of the delivery contrary to given instructions
- Repair of the delivery has been performed by a party other than the workshops/installers approved by JS Proputec
- Incorrect and/or inappropriate use of the delivery
- Changes and/or technical interventions on the delivery made without JS Proputec's prior written consent
- Use of non-original spare parts and/or accessories on the delivery

8.5. JS Proputec's liability for defects does not include:

- Products/deliveries provided by the buyer or a third party
- Wear parts and consumables

8.6. In the event of the timely identification of a defect in a delivery, JS Proputec undertakes to rectify the defect either by repair, re-delivery or replacement at JS Proputec's discretion. The buyer is obliged to respect and recognise JS Proputec's right to perform repairs and JS Proputec's choice of the manner of remediation. The right to perform repairs applies to deliveries that are demonstrated to be defective at the time of delivery due to errors in fabrication, design or materials.

8.7. Defective deliveries or parts thereof to be replaced must be made available to JS Proputec. Unless otherwise agreed, disassembly, all transportation and assembly of defective, repaired and replaced equipment will occur at the buyer's expense and risk, and any consequential damages in connection with the remediation is also at the buyer's risk.

8.8. In all cases, JS Proputec's liability will be invalidated by the buyer's resale of the delivery or parts thereof, as well as by the buyer's manipulation or incorporation of the delivery.

8.9. The buyer may claim damages for those parts of a defective delivery that are not manufactured by JS Proputec. Such compensation, however, is restricted to the compensation received by JS Proputec from the subcontractor in question.

8.10. The remedies for the buyer for non-conformance described herein are exhaustive and, therefore, the buyer cannot bring other claims against JS Proputec in the event of an identified defect.

9. Product liability

9.1. JS Proputec is not liable for property damage caused by the delivery after it is delivered and while it is in the possession of the buyer. JS Proputec is also not liable for damage to products manufactured by the buyer or to products into which the buyer's product is incorporated. JS Proputec is not liable for operating losses, loss of time, loss of profits, loss of earnings or other indirect losses in connection with such damage.

9.2. To the extent that JS Proputec may be subject to product liability vis-à-vis a subsequent acquirer of all or part of JS Proputec's delivery to a wider extent than is stated in section 9.1, the buyer will be required to indemnify JS Proputec.

10. Force majeure

10.1. JS Proputec will at no time be liable for a defective or late compliance with the agreement with a buyer, when this is wholly or partly due to circumstances beyond the reasonable control of JS Proputec, such as a strike, lockout, fire, war, civil unrest, government regulations, lack of transportation options, illness, extensive military mobilization, rebellion, requisition, seizure, embargo, restrictions on the use of working power, currency and exports, epidemics, natural disasters, extreme natural phenomena, terrorist acts and defects in or delays from subcontractors due to any of the above circumstances.

10.2. The buyer is entitled to cancel the purchase in case of force majeure, but may not claim damages or bring any claims against JS Proputec.

11. Disputes & applicable law

All disputes relating to an agreement between JS Proputec and the buyer must be settled in accordance with Danish law, with the exception of Danish legal rules regarding international applicable law and the United Nations Convention on Contracts for the International Sale of Goods (CISG). Disputes before the ordinary Danish courts will be settled at JS Proputec's local court. JS Proputec may, however, choose to bring proceedings against the buyer at the buyer's local court.