

# Bent Hansen

## Standard sales and delivery terms and conditions for Bent Hansen A/S

### **1. Applicability**

**1.1.** The present standard sales and delivery terms and conditions are applicable for all deliveries from Bent Hansen A/S unless agreed upon otherwise in writing.

### **2. Offer and order placement**

**2.1.** Offers issued by Bent Hansen A/S are valid for 30 days from the date of the offer. Binding orders are only first entered into when a written order confirmation has been issued by Bent Hansen A/S. In the event of any inconsistencies between the offer and acceptance of an offer, the order confirmation issued by Bent Hansen A/S shall apply.

### **3. Cancellation of orders**

**3.1.** Purchasers may cancel an order at no charge as long as it has not been placed into production. If the order has been placed into production, then the purchaser is obligated to pay for the order, unless a different agreement is entered into between the purchaser and Bent Hansen A/S.

### **4. Delivery**

**4.1.** Delivery will occur ex works with respect to the applicable Incoterms. In the event that Bent Hansen A/S cannot deliver on time, due to circumstances that must be deemed to comprise force majeure, then the delivery time will be postponed. Bent Hansen A/S shall in such cases give notification of when delivery may be expected to take place.

**4.2.** If upon issuance of the order it has been agreed that the purchaser will fetch the delivery itself and the purchaser is unable to carry out the pick-up at the agreed point in time, Bent Hansen A/S will arrange for the delivery to be stored at the purchaser's expense and risk.

**4.3.** If the purchaser upon notification that the delivery is ready does not consider itself to be in a position to receive the delivery, then Bent Hansen A/S will arrange for the delivery to be stored at the purchaser's expense and risk. Bent Hansen A/S will however invoice the purchaser for the delivery upon the notification that it is ready.

**4.4.** If the purchaser is itself responsible for fetching the delivery, then the purchaser itself is liable for the freight and the proper packing and cannot in the event of damage during shipping lodge a claim/complaint concerning such against Bent Hansen A/S. If the purchaser has a need for special transport-suitable packaging, then Bent Hansen A/S is able to offer such as against a fee.

**4.5.** In the event of a delay, Bent Hansen A/S does not, regardless of the cause, have any liability for indirect losses, for example lost earnings, operating losses, consequential damages or expenses.

### **5. Price and payment**

**5.1.** All prices are specified in Danish kroner incl. VAT.

**5.2.** The payment terms and conditions are net 8 days unless agreed upon otherwise. For late payments, interest will be added on the outstanding amount due to Hansen A/S at the statutory rate of interest, currently 8.05 % per annum, 30 days from the due date on the

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invoice, cf. the Danish Late Payments of Commercial Debts Act, section 3, subsection 2, cf. section 5.

**5.3.** Delays, deficiencies or other claims on the part of the purchaser do not entitle the purchaser to withhold the purchase sum or undertake offsetting, thus the purchaser is obligated to pay the purchase sum as if defect-free delivery had taken place on time, with the purchaser being referred to restitution.

## **6. Property rights**

**6.1.** Deliveries from Bent Hansen A/S remain the property of Bent Hansen A/S until payment has been made.

## **7. Responsibility for deficiencies**

**7.1.** The purchaser has the responsibility to immediately examine the delivery upon receiving it.

**7.1.1.** For visual shipping damages to the content of the delivery, the purchaser must immediately reject the shipment with respect to the carrier "due to transport damage". The purchaser must thereafter contact Bent Hansen A/S, subsequent to which Bent Hansen A/S will send a new item as soon as possible.

**7.1.2.** For visible shipping damage to the packaging of the delivery, the purchaser must request the carrier to wait for the purchaser's examination of the content of the delivery for shipping damage. If the carrier against expectations will not permit this, then the purchaser may either reject the shipment or note "received with reservation for errors and deficiencies" on the consignment note, if the purchaser assesses that the content could still be in good condition. If the delivery turns out to be damaged, the purchaser must contact Bent Hansen A/S within 2 days.

**7.1.3.** In the event of hidden shipping damage, the purchaser is obligated to check at the latest 2 days after receipt that the delivery is in order. If the purchaser experiences after 2 days that there is hidden shipping damage to the delivery, then the purchaser must immediately lodge a claim/complaint over such with Bent Hansen A/S.

**7.2.** In the event of errors or defects, Bent Hansen A/S is obligated and entitled to remedy such, by performing repairs or replacement at the choice of Bent Hansen A/S. Any possible errors and defects do not entitle the purchaser to a reduction in the price and/or cancellation of the agreement.

**7.3.** If Bent Hansen A/S recognises that errors or defects exist, then the purchaser must return the defective item to Bent Hansen A/S at the purchaser's expense and risk.

**7.4.** Bent Hansen A/S is not liable for errors or deficiencies that can be attributed to the purchaser itself producing customer material or other things for the delivery.

## **8. Design and quality requirements for special production**

**8.1.** The following requirements are posed for the purchaser's preparation of the item before processing if the purchaser has delivered the material. Reservations are made for errors and damage that are due to deficient preparation and which might only first appear after the processing.

**8.2.** If quality requirements are not agreed upon beforehand by referring to a reference item, drawing or other description, then Bent Hansen A/S makes it a precondition that the item be suitable for the agreed processing – including that it is possible to achieve a satisfactory result.

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If an examination by Bent Hansen A/S shows that the result of the agreed processing is uncertain, Bent Hansen A/S may withdraw from the agreement or demand that the purchaser declare in writing that it recognises and accepts that it will not assert claims for deficiencies against Bent Hansen A/S if the purchaser regardless does not wish the items to be processed as agreed. If in the tender documents both the result requirement as well as the processing method are specified, then the processing method will take precedence in the event of any discrepancies.

## **9. Product liability**

**9.1.** For product liability, the rules applicable at any point in time under Danish law shall apply. Bent Hansen A/S is however never liable for operating losses, lost earnings, consequential damages or other indirect losses of expenses.

**9.2.** Bent Hansen is not liable for damage inflicted by the delivery

**9.2.1.** on third parties, real estate or moveables that arises while the delivery is in the purchaser's possession or resold to a third party.

**9.2.2.** on products that are produced by the purchaser or on products in which these are used in, or for damage to third parties, real estate or moveables that these products cause in consequence of the item.

**9.3.** The purchaser shall indemnify Bent Hansen A/S to the extent that liability is imposed on Bent Hansen A/S to third parties for such damage or such losses that Bent Hansen A/S pursuant to the above is not liable for to the purchaser.

**9.4.** If a third party files a claim against Bent Hansen A/S, then the purchaser is obligated to allow a legal action to be brought against itself in the same court, which addresses the claim for compensation against Bent Hansen A/S.

## **10. Choice of law and disputes**

**10.1.** Any dispute that might arise between Bent Hansen A/S and the purchaser must be resolved with respect to Danish law and at the court in Aalborg.