

Terms of sale and delivery for BUUS KØLETEKNIK A/S

The terms specified below apply to all deliveries and orders unless otherwise agreed and confirmed in writing by Buus Kølleteknik A/S, hereinafter called "BK".

1. Purchasers' orders are only binding on BK if the purchaser has received an order confirmation in writing.

The prices quoted are net prices ex works, and do not include packaging and duties.

2. The obligations of BK include only those specified in the order confirmation.

Any drawings, illustrations and technical data in catalogues are guidelines. BK assumes no responsibility for any errors in or misinterpretations of this material.

BK retains ownership of all drawings, descriptions and proposals accompanying quotations or deliveries. Such drawings, descriptions and proposals shall not be used, copied, reproduced or released to any third party or be disclosed in any other way to any third party without the prior consent of BK.

3. Prices

All orders are booked at the prices current on the order date, unless the order is subject to a binding quotation made by BK.

Prices are ex works and are valid in the currency and for the goods and services itemized in the order confirmation. The prices do not include VAT and packaging, and are based on the rates of exchange and prices for materials, wages, transport costs and duties current on the order date. In the event of any changes in these factors, BK reserves the right to adjust its prices in accordance with current levels at any time up to the delivery date. BK reserves the right to charge a handling or

changeover fee for small deliveries. In the event that the purchaser wishes changes to be made in the order or specifications placed or made, the cost of such changes shall be charged to the purchaser as per a statement issued by BK.

4. Payment

Unless otherwise specified in the order confirmation, payment shall be made in cash net on delivery. The delivered products shall remain the property of BK until paid in full.

If payment has not been made by the due date, BK shall charge punitive interest of 1,8% per calendar month from the due date of payment.

If the purchaser does not receive the delivery by the agreed date, the purchasing price falls due for payment when BK notifies the purchaser that the consignment is ready for delivery.

If the purchaser fails to order the dispatch of the goods, BK shall be entitled to store and insure the goods at the expense of the purchaser. If the purchaser (despite a written request to do so) fails to collect the goods, BK shall be entitled to sell the goods at the best possible price on the purchaser's account. If this proves impossible, the whole purchasing price plus any costs incurred by BK falls due for payment immediately and without further notice.

If it has been agreed that the purchasing price is to be paid in instalments, BK shall be entitled to consider the purchasing price as due for payment if any instalment is not paid by the due date. In the event of part deliveries, each shall be payable on delivery, and if payment for any delivery has not been made by the due date, BK shall be entitled to withhold further deliveries without thereby forfeiting the right to demand the completion of the transaction.

The purchaser shall not be entitled to offset any counterclaims not accepted by BK against the price payable.

5. Delivery

Delivery is ex works acc. to Inco terms 2000. BK shall effect the dispatch of the goods for the purchaser's ac-

count and risk, unless otherwise agreed.

BK shall only insure the purchaser's risk in connection with transport if so agreed in writing.

Unless otherwise agreed, delivery will be made according to BK's instructions. In cases where the delivery date has been agreed, delivery up to one week before or one week after the specified delivery date shall in every respect be considered punctual delivery.

BK may demand postponement of the delivery date in cases where the purchaser requests changes in the order, in the event of force majeure (cf. Art. 10) and in cases where work on the consignment must be stopped or is delayed by official requirements.

If the delivery is substantially delayed, the purchaser may terminate the agreement in writing. If equipment manufactured to the specifications of the purchaser is delayed, or if the equipment is of a type not normally stocked by BK, the agreement may only be terminated if delay entails that the purposes for which the purchaser can prove that delay is due to faults or omissions on the part of BK, and that he has thereby incurred losses, the purchaser shall be entitled to compensation for the losses this incurred.

Compensation cannot, however, exceed an amount corresponding to 1% (one per cent) of the agreed payment for the delayed consignment for each full week of delay, and compensation can at most amount to 10% of the agreed payment.

If the purchaser requests packaging, or if BK considers packaging necessary to protect the consignment, such packaging shall be charged to the purchaser. No return of packaging is accepted. BK's storage rules, which are sent with the order confirmation, shall apply.

Delivery, in the terms of the Danish Sale of Goods Act, is effected when the goods are handed over to common carrier, in as much as delivery to forwarding agent for further dispatch is deemed to constitute delivery.

6. Defects and shortcomings

The liability of BK for defects and shortcomings remains in force for a period of twelve months from the date when the goods supplied are put into operation, but for no longer than eighteen months from the invoice date.

(For countries within the EU, we refer to the EU directive no. 1999/44/EF dated 25th. of May 1999).

The scope of the liability of BK is as specified below:

- Within the period specified above, BK undertakes to remedy all defects or shortcomings in the goods delivered by repair or re-delivery at the discretion of BK. The obligation of BK to remedy defects or shortcomings is conditional on the presentation of proof by the purchaser that the delivered equipment suffers from defects or shortcomings, including documentation that the equipment has been stored, assembled, installed, put into operation and maintained correctly in accordance with the operation and maintenance instructions provided by BK.

- The obligation of BK lapses if non-BK-manufactured or non-BK-approved components are used together with the goods delivered by BK. Moreover, the obligation does not apply to consequences of inappropriate and/or incorrect use of the goods delivered, including deviations from the agreed specifications.

- The obligations of BK apply only to payroll costs and materials directly related to the remedying of defects and shortcomings. All other costs related to any defect or shortcoming - including transport, compensation for waiting time, subsistence or accommodation costs, and the costs of exposing or gaining access to defective parts, shall be no concern of BK. BK assumes no further liability for the equipment delivered, and the purchaser cannot cancel the purchase, demand any proportional price reduction or compensation or withhold the purchasing price in whole or in part.

- BK is only liable for ensuring that the goods delivered are sufficient and/or appropriate to fulfil the purchaser's requirements in terms of capacity and any

other factors in so far as BK has contributed to the planning of the project in question, and in so far as the purchaser is able to document that the information provided by the purchaser as documentation of the purchaser's claim is correct, fully satisfactory and approved by BK have been used in accordance with the information provided therewith.

Full load performance data for chillers and other refrigeration systems are according to ISO-R916, 1968 if no other agreement is made.

- BK can only assume responsibility for information provided on specifications, choice of materials etc., including project planning or contributions to project planning, if such provision of information forms an explicit part or the purchasing agreement.

- If any defect in design, material or construction of any part manufactured by BK is proven, and the purchaser can document that the defect in question is not a result of ordinary wear, poor maintenance or improper handling, BK shall within normal working hour, carry out any repairs or renovation to the extent deemed necessary by BK. Parts manufactured by third parties which form part of the goods or services provided by BK shall be subject only to the same guarantee as is issued by the subcontractors or sub suppliers in question.

- Beyond this the purchaser shall not be entitled to compensation for damage to products or other equipment not supplied by BK, nor to compensation for consequential loss, loss of profits, losses due to late delivery or the like. BK shall not be obliged to cover expenses incurred by the purchaser in connection with the discovery of defects in or the repair of equipment supplied unless BK has specifically agreed to do so.

7. Complaints

Complaints of shortcomings in a delivery are to be submitted in writing without undue delay after the discovery of the shortcoming. Returned goods will only be accepted by prior written agreement.

8. Product liability

BK shall only be liable for personal injury if it can be proved that the injury has been caused by the fault or omission of BK or other persons in the service of BK. Compensation for personal injury can never exceed the compensation rate current in Danish law at any time, nor the sum specified by BK's product liability policy.

BK shall not be liable for any damage to real property or chattels occurring while the equipment is in the possession of the purchaser. Nor shall BK be liable for any damage to products manufactured by the purchaser or to other products of which products manufactured by the purchaser form part.

On the same terms as apply to personal injuries, BK shall be liable for damage to real property and chattels, with the proviso that compensation can never exceed the maximum current amount specified at any time by BK's product liability policy.

BK disclaims all liability for consequential loss, loss of working profits or other indirect losses.

Insofar as BK may be subject to product liability with respect to any third party, the purchaser shall be obliged to indemnify BK to the extent to which BK's liability is limited by the present terms of sale and delivery. The said limitations on BK's liability shall not apply if BK has been guilty of gross negligence. In the event that any third party claims damages from either of the parties in accordance with this clause, said party shall immediately notify the other party. BK and the purchaser shall be mutually obliged to answer the claim before the court or arbitration tribunal which tries the claim for damages filed against one of the parties on the basis of damage allegedly caused by the goods delivered.

The limitations on the obligations of the seller shall not apply if they conflict with statutory product liability provisions.

9. Limitation of liability

BK disclaims all liability for indirect damage and loss such as consequential loss, time related loss, loss of profits or other similar loss.

10. Force majeure

BK shall not be liable for failure to complete, or delay in completing the agreement as a result of force majeure, war, riots, civil unrest, government intervention or the intervention of public authorities, fire damage, strikes, lockouts, export and/or import bans, non-delivery or late delivery from sub-contractors or sub suppliers, shortage of labour or of fuel, nor for any other circumstance beyond the control of BK, and liable to delay or prevent the manufacture and delivery of the goods sold.

In the event that due delivery of goods without defects or shortcomings is temporarily prevented by one or more of the above circumstances, delivery shall be postponed for a period corresponding to the duration of the hindrance, plus a reasonable period thereafter to allow for the normalization of the situation. Delivery by the deferred date thus specified shall in all respects be deemed delivery by the due date. In the event that the obstacle to delivery may be expected to last more than eight weeks, both BK and the purchaser shall be entitled to cancel the agreement without thereby becoming guilty of breach of contract.

11. Cancellation

Orders manufactured in whole or in part to the specifications of the purchaser cannot be cancelled.

12. Information, structural drawings, instruction material and certificates

Without further notice, BK reserves the right to make changes in its products, provided such changes have no adverse effect on the product purchased. This shall also apply to products already ordered.

When delivering the products, BK undertakes to send instructional material to ensure that installation, storage and maintenance required by regulations are observed.

Attentions, approvals and certificates not required by the public authorities shall be paid for separately by the purchaser.

13. Applicable law and legal venue

Any dispute between the parties which cannot be settled amicably shall be settled by Danish law - either by arbitration or by the Maritime and Commercial Court in Copenhagen at the discretion of BK.

In cases where BK chooses to settle a dispute by arbitration, the arbitration tribunal shall consist of three members, all to be appointed by the President of Vestre Landsret (the Western High Court of Denmark). One of these members - the Chairman - must be qualified as a judge. The other two members shall have professional qualifications with respect to the object of the dispute.

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**BUUS KØLETEKNIK A/S
ELSØVEJ 219, FRØSLEV
7900 NYKØBING MORS
DENMARK
TLF. +45 97 74 40 33
FAX. +45 97 74 40 37
E-mail buus@buus.dk**