

## CONDITIONS OF SALE

### Definitions:

1.1. In these conditions all references to the "Contract" are the Contract between the "Customer" and the "Company" of which these conditions form part, all references to the "Company" are to Danish Marine System A/S. Whose registered office is situated at Randersvej 12, DK-6700 Esbjerg, Denmark. All references to the "Customer" are to the person, firm, company or corporation by whom the order for goods is given and/or by whom the goods are purchased from the company and all references to "Goods" are to the goods or materials, which are the subject of the contract.

### Quotations:

2.1. Quotations by the company unless otherwise stated shall be open for acceptance within thirty days of the date of the quotation.

### Existence of contact:

3.1. No contract shall come into existence until the customers order (however given) is accepted by the earliest of: (a) the company's written acceptance or (b) delivery of the goods, as specified in 6.1.

3.2. The contract between the company and the customer is on the basis of the company's conditions of sale and itemised herein. No variations or amendments can be made to these conditions or be binding on the company unless confirmed by the company in writing.

### Prices:

4.1. Prices are ex-works and exclude V.A.T., Local Taxes and import duties unless stated otherwise in a written quotation or order confirmation/acknowledgement.

### Payment:

5.1. Unless otherwise agreed in writing all invoices are payable in full within 28 days of the date of the company's invoice and in no circumstances shall the customer be entitled to make any deductions or withhold payment. In the case of orders requiring more than one delivery the company shall be entitled to raise invoices against each delivery.

5.2. The company reserves the right to advance payments against any order of the customer, if it deems such payment to be justified.

5.3. Time for payment shall be the essence of the contract.

5.4. Without prejudice to any other rights of the company if the customer fails to pay the invoiced amount by the due date the customer shall be liable for full payment without discount and shall pay interest on any overdue amount from the date on which payment was due to the date on which it made (whether before or after judgement) on a daily basis at the rate of 5% above the base rate from time to time quoted by the Danish National Bank. Or 15% whichever is the higher, at the Company's option and reimburse to the company all costs and experiences (including legal costs) incurred in the collection of any overdue amount.

### Risk, delivery and performance:

6.1. Goods are delivered to the customer when the company makes them available to the customer or agent of the customer or any carrier (who shall be the customers agent whosoever pays his charges) at the company's premises or delivery point agreed by the company. Title remains with the company as per conditions 7.1 to 7.7.

6.2. Risk of any loss or damage to the goods passes to the customer when they are delivered to the customer, defined in 6.1.

6.3. The Company may at its discretion deliver goods by instalments in any sequence. The company shall be entitled to deliver the total weight, area or volume of any goods in containers of such varying weights and sizes as it may decide.

6.4. Where the goods are delivered by instalments each instalment shall be deemed to be the subject of separate contract and no default or failure by the company in respect of anyone or more instalments shall vitiate the contract in respect of the goods previously delivered or un-delivered goods.

6.5. Any dates quoted by company for the delivery of goods are approx. only and shall not form part in the contract and the customer acknowledges that, in the performance expected of the company, no regard has been paid to any quoted delivery dates. Time shall not be of the essence.

6.6. If the customer fails to take delivery of the goods or any part of them on the due date and fails to provide any instructions, documents, licences, consents or any other necessary authorities required to enable the goods to be delivered on the due date, the company shall be entitled upon giving written notice to the customer to store or arrange for the storage of goods, and the risk in the goods shall pass to the customer including storage and insurance charges arising from its failure to take delivery.

6.7. The company shall not be liable for any penalty, loss, injury, damage or other expense arising from delay or failure in delivery or performance from any cause whatsoever nor shall any such delay or failure entitle the customer to refuse to accept any delivery or performance of or repudiate the contract.

Title:

7.1. For the purpose of section 12 of The Sale of Goods Act 1979, the company shall transfer only such title or rights in respect of the goods as the company has and if the goods are purchased from a third party shall transfer only such title or rights as that party has and has transferred to the company.

7.2. Notwithstanding any earlier passing of risk from the company to the customer, title in the goods shall remain with the company and shall not pass to the customer until the amount due under the invoice covering the supply of those goods has been paid in full.

7.3. Until title passes the customer shall hold the goods as bail for the company and shall store or mark them so that they can at all times be identified as the property of the company supplied under a specific order.

7.4. In the event of the terms of 7.3 not having been complied with and the company's goods mixed or so together with other goods which are not of the company's manufacture, the retention of title remains in respect of the value of the company's goods.

7.5. The company shall be entitled to at any time before title, as defined in 7.2 passes, to repossess, use, sell all or any of the goods and so terminate the customers rights to use, sell or otherwise deal in the goods and for that purpose to enter any premises of the customer.

7.6. Until title passes the entire proceeds of sale of goods by the customer shall be held in trust for the company and shall not be mingled with other moneys or paid into any overdrawn bank account and shall be at all times identifiable as the company's money.

7.7. The Company shall be entitled to maintain an action for the value of any goods notwithstanding that title if then had not passed to the customer.

Claims / Notifications:

8.1. Any claims for non delivery of any goods shall be notified where possible at the time and intended point of delivery and in any event in writing within seven days thereafter.

8.2. Any alleged defects shall be notified by the customer to the company within seven days of the delivery the goods or, in the case of the defect which is not reasonable apparent on inspection, within seven days the defect coming to the customers attention and in any event within the following periods. For goods manufactured by the company three months from the date of delivery.

8.3. For goods not of the company's manufacture the warranty period given by the manufacturer if any, and if not within three months.

8.4. Any claim under 8.1 and 8.2 must be in writing and must contain full details of the claim and a description of any allegedly defective goods.

8.5. The company shall be afforded reasonable opportunity and facilities to investigate any claims made under 8.1 and 8.2 and the customer, shall, if so requested in writing by the company, promptly return any goods that are subject of any claims and any packaging securely packed and carriage paid, to the company for examination.

8.6. The Company shall have no liability whatsoever with regard to any claim in respect of which the customer has not complied with the provisions of conditions 8.1 to 8.4.

9.1. Under no circumstances shall the company have any liability of whatever kind for:

9.1.1. Any defects resulting from wear and tear, accident, or use by the customer otherwise than in accordance with the instructions or advice of the company or the manufacturer of any goods.

9.1.2. Suitability of any goods for any particular purpose or use under specific conditions whether or not the purpose or conditions were known or communicated to the company.

9.1.3. Any substitution by the company at the request of the customer of any materials not forming part of a specification of the goods agreed in writing by the company.

9.1.4. Any defect arising from any specification or materials made or provided by the customer or if any adjustments, alterations, illustrations, specifications, figures as to performance, samples, shade cards, drawings or particular of weight submitted by the company contained in the company's brochures, price lists, elsewhere since they are merely intended to represent a general idea of the goods and which do not form part of the contract nor shall be treated as representations as to the fitness of the goods or their suitability for any particular purpose.

9.1.5. The re-sale of the goods by the customer to any third party and in particular any liability arising of the customers sales

descriptions, specifications or claims as to the performance of the goods made by the customer to any third parties whether or not in connection with the customer's trade or business.

9.1.6. Any loss or damage of any nature arising from any breach or any express or implied warranty or condition of the contract or negligence, breach of statutory or other duty on the part of the company or in any other way out of, or in connection with, the performance or purported performance of, or failing to perform the contract except in accordance with these conditions and in respect of death or personal injury resulting from company negligence.

9.1.7. The company shall not be liable where any goods are lost or damaged in transit and all claims by the customer shall be made against the carrier. Replacements for such lost or damaged goods will, if available, be supplied by the company at the prices ruling at the date of the despatch.

9.2. If the customer establishes that any of the goods have not been delivered, have been delivered damaged or are not of the correct quantity or do not comply with their description, the company shall at its option replace with similar goods any goods which are missing, lost or damaged or do not comply with their description, or allow the customer credit to their invoice value, and to the extent that, the goods are not of the company's manufacture, assign to the customer (so far as the company is able to do so) any warranties given by the manufacturer of the goods to the company. The delivery of any replacement goods shall be at the company's premises or other delivery points specified for the original goods.

9.3. Where the company is shown to be liable in accordance with these conditions in respect of only some or part of the goods the contract shall remain in full force and effect in respect of the other or other parts of the goods and no set off or other claims shall be made by the customer against or in respect of such other goods.

9.4. In no circumstances shall the financial liability of the company to the customer under these conditions exceed the full invoice value of the goods and in any event the company shall not be liable for any indirect or consequential loss.

#### Return of Goods:

10.1. Return of goods shall only be accepted on prior written agreement from the company solely on standard items capable of and in a suitable condition for resale and the customer shall be liable for 20% handling charge and all delivery and insurance costs incurred in such return.

#### General:

11.1. The Company may sub-contract the performance of the contract in whole or in part.

11.2. The contract is between the company and the customer as principals and shall not be assignable by the customer without the express written consent of the company.

11.3. The company may at its discretion suspend the supply of any goods if the customer fails to make a payment when and as due or otherwise defaults in any of its obligations under the contract or another agreement with the company or becomes insolvent, has a receiver appointed to its business, is placed in administrative receivership or is compulsorily or voluntarily wound up.

11.4. If the goods are manufactured or made up in accordance with any specification provided or made by the customer, the customer shall indemnify the company from and against all claims, costs, expenses and liability of any nature in connection with them. Including any claim, whether actual or alleged that the specifications infringe the right of any third party.

11.5. The customer shall save harmless and indemnify the company in respect of all or any claims of whatever nature from whomsoever made arising out of the application or use of the goods by the customer or any third party.

#### Force majeure:

12.1. If the performance of any obligation in these conditions is prevented or delayed as a consequence or hindrance including, but not limited to, war or any other hostilities, civil disorder, strikes, lock out, other industrial action, earthquake, flood, fire and other natural physical disasters, government legislation, shortage of raw materials, or any other cause beyond the control of the company, then the company shall not be responsible to the customer for delay in the performance of that obligation.

#### Law and construction:

13.1. The contract shall be governed by Danish Law and the customer consents to the exclusive jurisdiction to the Danish Courts in all matters regarding the contract.

13.2. The heading of conditions is for convenience of reference only and shall not affect their interpretation.