

GENERAL TERMS OF SALES AND DELIVERY

For Mini Crosser A/S

1.0 General terms

- 1.1 These general terms of sales and delivery shall apply to customer and supplier relations between Mini Crosser A/S (hereinafter called the Supplier) and the Buyer **regardless** of any possible terms stipulated in the Buyer's order or order confirmation which may be contrary to or derogate from these terms, unless the Supplier has accepted the derogating stipulation or stipulations in writing, or the Supplier has drawn up a written statement of acceptance.
- 1.2 These terms shall similarly apply to service and repair work carried out by the Supplier except by written agreement drawn up by the Supplier or as a result of the nature of the agreement involved.

2.0 Sales material and similar

- 2.1 Quotations, order confirmations, drawings, descriptive material and the like may under no circumstances be copied by the Buyer or by other means reproduced or used in dealings with third parties without written consent from the Supplier. Drawings or similar material and technical documents shall remain the property of the Supplier and shall be returned on request.

3.0 Quotations

- 3.1 All quotations given – unless expressly agreed otherwise – shall apply for 30 days from the quotation date.
- 3.2 **Regardless** of timely acceptance on the part of the Buyer, the Supplier shall only be bound by any quotation thus accepted on condition that the Supplier issues a confirmation of the order.
- 3.3 All prices are quoted excluding taxes and duties of any kind, and invoices will be made out in accordance with whatever regulations on taxes and duties may apply on the invoice date.

4.0 Delivery

- 4.1 All deliveries shall be assumed to be Ex Works, unless otherwise agreed in writing with the signature of the Supplier.

5.0 Delivery times

- 5.1 Delivery times will as far as possible be determined to comply with the wishes of the Buyer. However, the Supplier shall not be obliged to observe the stated delivery times precisely. Delivery times are estimated with reservation for strikes, lock-outs, fire or other force majeure incident which may hinder delivery at the agreed time, and on the assumption that no delay is caused by delays from subcontractors, or other unforeseen delays during manufacture.
- 5.2 In case of delay caused by the factors mentioned above, the Buyer shall not be entitled to bring any claim for breach of contract. For example, the Buyer shall not be entitled to cancel the purchase, or to claim compensation or proportional reduction of the purchase price. The Supplier shall at no time be liable for loss of production or for other indirect loss suffered by the Buyer as a consequence of late delivery.
- 5.3 Under no circumstances (even in cases of negligence) may any claim brought against the Supplier exceed the purchase price for the goods excluding taxes and duties on the goods purchased.

6.0 Terms of payment

- 6.1 The terms of payment are 30 days net, unless otherwise stated in the quotation, trading agreement, order confirmation or invoice. If payment is not made on or before the due date, interest will be charged to the Buyer at the rate of 1.6% per month or part of a month, unless a different interest rate has been stated in the quotation or in the order confirmation. Until payment has been made, the goods sold shall remain the property of the Supplier, see Clause 10 below.
- 6.2 When a reminder is sent out, a charge will be debited for the reminder.
- 6.3 A handling charge can be expected for small deliveries.
- 6.4 The Buyer may not set off claims against the purchase price for other legal claims which the Buyer may bring against the Supplier, and the Buyer may not withhold the purchase sum with reference to such cross-claims. The Buyer shall not be entitled to withhold payment because of complaints or cross-claims concerning the goods supplied.

7.0 Defects

- 7.1 If the goods supplied or parts of them are defective owing to material defects, defects of manufacture or negligence on the part of the Supplier, the Supplier shall be liable for a period of twenty four months from the date of delivery as follows:
At his own discretion the Supplier may carry out repairs to the goods or parts of them, or make a replacement delivery free of charge, or allow a proportional reduction in the price – where the maximum reduction in price allowable shall not exceed the invoiced price of the goods.
- 7.2 The Supplier's liability shall specifically be limited to repairs, replacement delivery or a proportional reduction in price as described above, and the Supplier shall not be held liable for direct or consequential damage or loss, nor for operating deficits, loss of profits, loss of time or the like.
- 7.3 If the delivery is executed on the basis of the Buyer's drawings, the Supplier shall not be liable for defects in the delivery which are attributable to errors in the drawings, and similarly, the Supplier shall not be liable for any delays which result if the Buyer's drawings and specifications are inadequate for the performance of the delivery.
- 7.4 If the product delivered by the Supplier is used for purposes other than those intended or specified, or if it is subjected to harmful conditions other than those for which it is intended (whether chemical, technical, mechanical or the like), the Supplier shall be exempt from liability.
- 7.5 Changes may be seen in the colours or materials of certain products as a normal result of the influence of certain light conditions, chemicals, or weather conditions, and are therefore not considered as defects. Changes resulting from normal use or wear shall not be considered as defects.
- 7.6 The Supplier's liability can under no circumstances exceed the invoiced price of the goods excluding taxes and duties on the goods.
- 7.7 There may be derogations from these conditions in the Supplier's instructions for use, which shall in that case take precedence.

8.0 Complaints

- 8.1 The Buyer shall ensure that the goods are inspected immediately on arrival, to ensure that they conform to the agreement reached between the parties. Complaints over short deliveries or visible defects (including damaged packaging) shall be made immediately in writing, not later than eight days after the defects have been discovered or ought to have been discovered – in the latter case fourteen days at the latest after the receipt of the goods.
- 8.2 If the delivery has concealed faults or defects, the Buyer shall be obliged to complain immediately after these have been discovered or ought to have been discovered.
- 8.3 If the complaint is not made in accordance with the above, the Buyer shall be debarred from bringing claims against the Supplier, and similarly, the Buyer shall be liable for compensation for any losses or expense which may be inflicted on the Supplier as a result of delay in making a complaint.

9.0 Product liability

- 9.1.1 Assuming that the Supplier is liable in accordance with mandatory legal requirements, the Supplier shall only be liable for personal injury where it can be proved that the injury was caused by a defect for which the Supplier is liable, and that this defect is the cause of the personal injury suffered.
- 9.1.2 The Supplier shall not be liable if he is able to prove that the defect in the product is due to the fact that the product must comply with mandatory provisions issued by public authorities, or that because of the state of current technical or scientific knowledge at the time when the product was placed on the market it was impossible to discover the defect.
- 9.1.3 Furthermore, the Supplier shall be exempt from liability if it can be assumed that the defect which caused the injury was not present at the time when the product was placed on the market.
- 9.1.4 The Supplier shall not be liable for damage caused by the product delivered to products manufactured by the Buyer, to products in which the delivered product is a component. Nor shall the Supplier be liable for damage to real property or movables caused by these products in connection with the object of the delivery.
- 9.1.5 Compensation may be reduced or the right to compensation terminated if the injured party has contributed to the damage by negligence or deliberately.
- 9.2.1 The Supplier shall not be liable for damage to real property or to movables occurring while the object of the sale is in the possession of the Buyer.
- 9.2.2 No compensation shall be paid for damage to the defective product itself, unless compensation is due in accordance with other provisions or regulations.

9.3 The Supplier shall in no case be liable for operating loss, loss of profits, or for consequential loss of any kind, and similarly, the Supplier's total liability shall at no time exceed DKK 1,000,000.00 say one million Danish Kroner 00/100, including interest and expenses.

- 9.4 The Buyer can not by resale commit the Seller to any greater extent than the provisions of these Terms of Sales and Delivery, and the Buyer shall be obliged to ensure that subsequent purchases are subject to these conditions. The Buyer shall indemnify the Supplier to the extent to which the Supplier is held liable vis á vis third parties for any damage or any loss for which the Supplier according to these terms of sale and delivery would not be liable to the Buyer.
- 9.5 If any third party brings a claim against either party to the sale for compensation with reference to this clause, that party shall immediately inform the other party of the matter.
- 9.6 The Supplier and the Buyer are mutually obliged to appear as defendant before any court which hears any such claim for compensation brought against either of them because of loss or damage said to be caused by the goods delivered. **Sales to buyers on the American continent including Canada og USA, whether direct or indirect, are not permitted without special written consent from Mini Crosser.**
- 9.7 Compensation claims for product damage shall lapse three years after the date on which the injured party became aware or ought to have become aware of the damage or defect and the name and address of the Supplier.

10.0 Ownership and retention of title

- 10.1 The rights of ownership over the object of the sale shall remain vested in the Supplier until the purchase price has been paid in full, including interest and expenses.

11.0 Special terms for repairs and service

- 11.1 Unless otherwise stated expressly, prices indicated for repairs and/or servicing shall be considered as estimates, and final invoice sums shall be determined on the basis of the work actually carried out.
- 11.2 It shall be assumed that the item to be serviced or repaired shall be placed at the disposal of the Supplier at a time and place determined by the Supplier.
- 11.3 It shall be assumed that the item to be serviced or repaired shall in general be in a legal and serviceable condition.
- 11.4 Complaints about inadequate repair work or service shall be made in accordance with the terms set out in Clause 8 above, and in case of defects, the procedure set out in Clause 7 above shall be followed.
- 11.5 Under no circumstances (even in cases of negligence) may any amount claimed from the Supplier exceed the invoiced charge for the repairs or services excluding taxes and duties.

12.0 Governing law

- 12.1 In case of disputes between the parties these shall be settled according to Danish Law at the Court in Herning or the Western Division of the Danish High Court, depending on the value of the object of the sale.
- 12.2 "CISG – the Convention on the International Sale of Goods – shall not apply"

Date, stamp and signature
Seller

Date, stamp and signature
Buyer