

## Salgs – og leveringsbetingelser for Hvalpsund Net A/S

- ANVENDELSE
  - Disse salgs- og leveringsbetingelser gælder for alle aftaler mellem Hvalpsund Net A/S (herefter "Hvalpsund Net") og Køber vedrørende levering fra Hvalpsund Net til Køber af produkter ("Produkterne"). Disse salgs- og leveringsbetingelser gælder, medmindre de skriftlig er fraveget af Hvalpsund Net.
  - Købers evt. indkøbsbetingelser eller lign. er ikke bindende for Hvalpsund Net.
- TILBUD, ORDRE OG ACCEPT
  - Tilbud fra Hvalpsund Net er kun bindende i den anførte acceptfrist. Er ingen acceptfrist angivet, bortfalder tilbuddet, såfremt accept ikke er kommet frem til Hvalpsund Net senest 30 dage fra tilbuds-dates dato.
  - Alle ordrer eller ændringer i aftaler med Hvalpsund Net skal være skriftlige.
  - Alle tilbud vedrørende lagervarer afgives med forbehold for mellemsalg.
- TEGNINGER OG BESKRIVELSER
  - Tegninger, forslag og beskrivelser fra Hvalpsund Net tilhører Hvalpsund Net og er omfattet af Hvalpsund Net's immaterielle rettigheder, og må derfor ikke blive videreoverdraget, kopieret eller brugt af Køber til andre formål end det, de er givet til, medmindre Hvalpsund Net's skriftlige godkendelse foreligger.
- PRIS OG BETALINGSBETINGELSER
  - Priser fremgår af ordrebekræftelse. Medmindre andet er anført, er priser i tilbud, ordrebekræftelser og aftaler excl. moms, fragt, told, skatter, emballage og montering/installation.
  - Medmindre andet er aftalt, er betalingsbetingelserne FORUDBETALING.
  - Såfremt Køber ikke betaler rettidigt, har Hvalpsund Net krav på morarente fra forfaldsdagen med 2% pr. påbegyndt måned. Betalinger afskrives først på tilskrevne renter og derefter hovedstol.
  - Hvalpsund Net forbeholder sig ret til at ændre accepterede priser i tilfælde af væsentlige ændringer i valutakurser, materialepriser, produktionsomkostninger, lønomsomkostninger, transportomkostninger, told og offentlige afgifter samt øvrige tilfælde, der er udenfor Hvalpsund Net's kontrol.
- EJENDOMSFORBEHOLD
  - Det solgte forbliver Hvalpsund Net's ejendom, indtil hele købesummen med tillæg af påløbne omkostninger og renter er betalt til Hvalpsund Net.
- LEVERING
  - Levering finder sted fra Hvalpsund Net's forretningsadresse i henhold til klausulen EX WORKS (Incoterms 2010). Dette gælder, uanset om Hvalpsund Net ved egne folk eller ved tredjemand i henhold til særskilt aftale med Køber bringer det solgte til Køber.
  - Hvis levering ikke sker indenfor den aftalte leveringstid, er Køber alene berettiget til ved skriftlig meddelelse til Hvalpsund Net at kræve levering og fastsætte en endelig rimelig frist herfor og derved angive, at Køber agter at hæve aftalen, såfremt levering ikke sker inden for denne fastsatte frist. Såfremt levering ikke sker inden for den således fastsatte frist, er Køber berettiget til ved skriftlig meddelelse til Hvalpsund Net at hæve aftalen.
  - Hæver Køber aftalen i henhold til pkt. 6.2., har Køber alene ret til at kræve erstatning. Erstatningen kan ikke overstige de ekstra omkostninger, der er påført Køber ved anskaffelse af tilsvarende leverancer fra anden side.
- MANGLER
  - Ved modtagelse af Produkterne på deres bestemmelsessted skal Køber straks foretage en sådan undersøgelse af det solgte, som ordentlig forretningsbrug kræver. Såfremt Køber ikke foretager en sådan undersøgelse og reklamerer over mangler, som Køber burde have opdaget, skal de leverede Produkter anses for kontraktmæssige, og Køber anses for at have accepteret Produkterne.
  - Hvalpsund Net skal modtage reklamationer senest to (2) uger efter, at Køber har modtaget Produkterne.
  - Reklamationen skal være skriftlig. Reklamation medfører ikke, at Køber er berettiget til ikke at overholde aftalte betalingsbetingelser.
  - Når Hvalpsund Net har modtaget fornøden information fra Køber om en mangel, skal Hvalpsund Net, såfremt betalingsbetingelserne er overholdt, efter eget valg, afhjælpe mangler ved reparation og/eller omlevering. Såfremt manglen afhjælpes, har Køber ikke yderligere misligholdelsesbeføjelser.
  - Sker afhjælpning eller omlevering i henhold til pkt. 7.4 ikke inden rimelig tid, er Køber under iagttagelse af dansk rets almindelige regler samt disse salgs- og leveringsbetingelser berettiget til at hæve aftalen, kræve afslag i købesummen eller kræve erstatning med de begrænsninger, som følger af pkt. 8.
  - Har Køber ikke inden 12 måneder efter leveringsdato påberåbt sig manglen, kan den ikke senere gøres gældende. Anvendes det solgte mere intensivt, end det er aftalt, eller som forudsat ved aftalens indgåelse, forkortes 12-måneders-perioden forholdsmedsigt. For dele eller leverancer, der er udsdiftet eller repareret jf. pkt. 7.4., påtager Hvalpsund Net sig de samme forpligtelser, som gælder for det oprindelig solgte i et tidsrum af 12 måneder, dog således at Hvalpsund Net's mangelsansvar ikke kan udstrækkes til mere end 18 måneder fra den oprindelige leveringsdato.
- ANSVARSRASKRIVELSE
  - Maksimalt beløb: Et erstatningskrav eller et krav om forholds-mæssigt afslag overfor Hvalpsund Net kan ikke overstige den aftalte købesum for det solgte, jf. dog pkt. 6.3.
  - Følgeskader: Hvalpsund Net er ikke ansvarlig for Købers, eller dennes kunders, indirekte tab og følgeskader af nogen art, herunder erstatnings-, dagbods- eller konventionalbodskrav, som Køber måtte ifalde over for tredjemand, samt Købers eller dennes kundes, driftstab, tidstab, tabt leverance eller lignende tab.
  - Specifikationer: Hvalpsund Net fraskriver sig ethvert ansvar for uoverensstemmelser mellem det solgte og oplysninger om det solgte i markedsføringsmateriale, herunder kataloger og brochurer.
  - Force majeure: Hvalpsund Net er ansvarsfri for manglende eller forsinket opfyldelse af aftaler, som skyldes force majeure, og Køber kan ikke kræve erstatning, hæve købet eller gøre andre misligholdelsesbeføjelser gældende i den forbindelse. Ved force majeure forstås enhver hindring, som Hvalpsund Net ikke

- kunne eller burde have taget i betragtning ved aftalens indgåelse, og som forhindrer eller gør opfyldelsen af aftalen urimeligt byrde fuld for Hvalpsund Net, herunder krig, optøjer, borgerlige uroligheder, regeringssindgreb eller indgreb af offentlige myndigheder, ildsvåde, strejke, lockout, eksport- og/eller import forbud, mobilisering, hærværk, valutarestriktioner, forsinkelse og/eller manglende leverancer fra underleverandører eller nogen anden årsag, som ligger udenfor Hvalpsund Net's kontrol. Medfører force majeure, at levering udskydes i mere end 6 måneder, er Hvalpsund Net berettiget til at hæve aftalen ansvarsfrit.
- Rådgivning: Hvalpsund Net vil efter bedste evne og overbevisning rådgive Køber med hensyn til valg af produkter, disses funktioner og egnethed til specifikke formål. Sådan teknisk rådgivning eller bistand, som ydes uden særskilt aftale og uden særskilt vederlag, medfører ikke ansvar eller forpligtelser for Hvalpsund Net. Hvalpsund Net påtager sig kun ansvar for sådan rådgivning eller bistand, såfremt Hvalpsund Net til Køber har ydet særskilt skriftlig rådgivning i form af skriftlig udbearbejdelse af projekt, beregninger, teknisk løsning, herunder opbygninger eller særskilt skriftlig udtalelse om det solgtes brugbarhed til et specifikt angivet formål til Køber og Hvalpsund Nets erstatningsansvar kan aldrig overstige honoraret som Hvalpsund Net modtager for den pågældende rådgivning. Hvalpsund Net har intet ansvar, såfremt udtalelserne fra Hvalpsund Net er baseret på fejlagtige oplysninger fra Køber eller tredjemand, eller såfremt Hvalpsund Net's udtalelser hviler på en skønsmæssig bedømmelse eller vurdering.
- Købers forhold: Hvalpsund Net er uden ansvar, hvis en udskydelse af leverings-tiden skyldes (i) forandringer af ordren, som kræves af Køber eller (ii) forsinkelse af leverancer eller arbejdsudskydelse, som Køber selv udfører eller lader udføre ved tredjemand. Hvalpsund Net forbeholder sig i disse tilfælde ret til regulering af den aftalte pris i overensstemmelse med de hos Hvalpsund Net indtrufne omkostninger med sædvanlig avance.
- PRODUKTANSVAR
  - Hvalpsund Net er ansvarlig for personskade i henhold til produktansvarsloven (pt. lov nr. 371, af 7. juni 1989).
  - Hvalpsund Net er kun ansvarlig for skader på løsøre og fast ejendom tilhørende Køber, såfremt Hvalpsund Net eller en person som denne er ansvarlig for, har handlet groft uagtsomt eller med forsæt.
  - Hvalpsund Net er ikke ansvarlig for indirekte tab eller følgeskader, herunder driftstab, avancetab eller tidstab
  - såfremt Hvalpsund Net er ansvarlig for produktansvar overfor tredjemand vis-à-vis, skal Køber friholde Hvalpsund Net, i det omfang Hvalpsund Net's ansvar overfor Køber er begrænset i henhold til disse salgs- og leveringsbetingelser.
- LOVVALG OG VÆRNETING
  - Enhver tvist mellem parterne vedrørende en leverance fra Hvalpsund Net og alt, der har sammenhæng hermed, afgøres ved Hvalpsund Net's hjemting.
  - Twister skal afgøres efter dansk ret, bortset fra danske lovvalgsregler. Den internationale købelov (CISG) finder dog ikke anvendelse.

Januar 2011

### Terms and Conditions of Sale and Delivery for Hvalpsund Net A/S

- APPLICATION
  - These terms of sale and delivery shall apply to all agreements between Hvalpsund Net A/S (hereinafter referred to as "Hvalpsund Net") regarding deliveries from Hvalpsund Net of products (the "Products") to the Buyer. These terms of sale and delivery shall apply to the extent that they are not specifically dispensed with in writing by Hvalpsund Net.
  - Any purchasing terms or similar of the Buyer shall not be binding on Hvalpsund Net.
- OFFER AND ORDER CONFIRMATION
  - Any offer from Hvalpsund Net shall only be binding within the period stated in the offer. Unless otherwise stated, the offer shall lapse 30 days after it has been made.
  - All orders and changes of agreements shall be accepted by Hvalpsund Net in writing.
  - Deliveries offered by Hvalpsund Net ex stock are subject to the Products being unsold.
- DRAWINGS AND DESCRIPTIONS
  - Drawings, proposals and descriptions shall be the property of Hvalpsund Net and shall be covered by Hvalpsund Net's intellectual property rights and shall therefore not be transferred, copied or used by the Buyer without written permission.
- PRICE AND TERMS OF PAYMENT
  - The price of the Products appears from the order confirmation. Unless otherwise stated, prices in offers, order confirmations and contracts are exclusive of VAT, freight, duties, taxes, packing and mounting.
  - Payment terms are PREPAYMENT unless otherwise has been agreed.
  - If the Buyer does not pay on time, Hvalpsund Net shall be entitled to calculate a 2% interest for each month or fraction thereof from the due date. Any payments shall first of all be used to cover such interest.
  - Hvalpsund Net reserves the right to adjust its prices in case of material changes in exchange rates, prices of materials, production costs, labour costs, transport costs, customs duties and government intervention or other circumstances beyond the control of Hvalpsund Net.
- RETENTION OF TITLE
  - The Products sold shall remain the property of Hvalpsund Net until the entire purchase price has been paid.
- DELIVERY
  - Hvalpsund Net's delivery is made EX WORKS (INCOTERMS 2010). This shall apply whether or not Hvalpsund Net by the use of its own men or by the use of a third party delivers the Products to the Buyer according to specific agreement with the Buyer.
  - If delivery does not take place within the time of delivery agreed upon the Buyer is only entitled – by written notice to Hvalpsund Net – to demand for delivery and to set a final reasonable time limit for the delivery and thereby state that the Buyer intends to annul the agreement, if delivery does not take place within the set time limit. If delivery does not take place within the thus set time limit, the Buyer is entitled to annul the agreement by written notice to Hvalpsund Net.
- If the Buyer annuls the agreement according to clause 6.2. the Buyer is only entitled to claim damages. The damages may not supersede the extra costs, which have been imposed on the Buyer by the purchase of similar deliveries from another seller.
- DEFECTS
  - Upon receipt of the Products at their destination, the Buyer shall perform an immediate and careful inspection of the Products. Does the Buyer not perform such inspection and consequently fails to give notice about a defect that would or ought to have been detected, the Products shall be considered to be in accordance with the agreed and the Buyer shall be deemed to have accepted the Products accordingly.
  - Hvalpsund Net shall receive any complaints no less than two (2) weeks after the receipt of the Products by the Buyer.
  - The complaint shall be in writing, and the complaint shall not exempt the Buyer from observing the terms of payment.
  - When Hvalpsund Net has received sufficient information from the Buyer about a defect, Hvalpsund Net shall, if the terms of payment are observed, as the only remedy, repair or replace the defective parts or Products. If the defect is remedied the Buyer has no further remedies.
  - If remedy or supply of substitute Products does not take place within reasonable time according to clause 7.4. the Buyer is – in observance of ordinary Danish legislation and these terms of sale and delivery – entitled to annul the agreement, to claim a reduction of the purchase price or to claim damages with the limitations, which are a consequence of clause 8.
  - The Buyer shall plead any defects at its latest 12 months after delivery, as the Buyer after this time loses the right to plead defects. For parts or deliveries, which have been replaced or remedied, cf. clause 7.4., Hvalpsund Net undertakes the same obligations, which are valid for the Products originally sold for a period of 12 months, however Hvalpsund Net's responsibility for defects may not be extended for more than 18 months from the original time of delivery.
- LIMITATION OF LIABILITY
  - Maximum amounts: A claim for compensation or proportionate reductions towards Hvalpsund Net may not exceed the purchase price for the sold Products, cf. however clause 6.3.
  - Consequential damages: Hvalpsund Net is not liable for the Buyer's or the Buyer's customers' indirect losses and consequential damages of any kind whatsoever, including claims for compensation, day fines or agreed penalties, which the Buyer may become liable to pay to third party and furthermore, Hvalpsund Net is not liable for the Buyer's or the Buyer's customers' operating loss, loss of time, loss of deliveries or similar losses.
  - Specifications: Hvalpsund Net disclaims any liability regarding differences between the sold Products and information in Hvalpsund Net's marketing material, such as catalogues and brochures.
  - Force majeure: Hvalpsund Net is not liable for defects or delayed fulfilment of agreements, which are caused by force majeure, and the Buyer may not claim compensation, annul the purchase or claim other remedies in that connection. Force majeure is defined as any obstacle, which Hvalpsund Net could not or ought not to have taken into consideration when entering into the agreement, or which prevents Hvalpsund Net's fulfilment of the agreement or which makes the fulfilment of the agreement unreasonably burdensome on Hvalpsund Net, such as war, riots, civil riots, interventions from the government or interventions from public authorities, fires, strikes, lockouts, export or import bans, mobilization, vandalism, currency restrictions delays and/or lack of deliveries from sub suppliers or any other cause, which is beyond Hvalpsund Net's control. If force majeure causes that delivery is postponed for more than 6 months, Hvalpsund Net is entitled to annul the agreement free from responsibility.
  - Guidance: To his best ability and conviction Hvalpsund Net will advise the Buyer with regard to choice of Products, the functions of these and their suitability for specific purposes. Such technical advice or support, which is given without specific agreement and without specific payment, does not impose any responsibility or obligations on Hvalpsund Net. Hvalpsund Net is only liable for such advice or support to the extent Hvalpsund Net has given specific written advice to the Buyer such as the drawing up of a project in writing, calculations, technical solutions or separate written statement on the suitability to a purpose specifically stated by the Buyer and the total claim for damages against Hvalpsund Net can never exceed an amount equal to the fee charged by Hvalpsund Net for the guidance. Hvalpsund Net is not liable if the statements from Hvalpsund Net are based on wrong information from the Buyer or any third party, or if Hvalpsund Net's statements are based on an estimated judgment or assessment.
  - The Buyer's conditions: Hvalpsund Net is not liable if a postponement of the time of delivery is caused by (i) changes of the order, which are demanded by the Buyer or (ii) delay of deliveries or work output, which the Buyer carries out himself or have carried out by third party. In these situations Hvalpsund Net reserves the right to make adjustments of the agreed purchase price in accordance with the costs, which have occurred with Hvalpsund Net plus usual profit.
- PRODUCT LIABILITY
  - Hvalpsund Net is liable for personal injury under the Danish Product Liability Act (no. 371, June 7, 1989).
  - Hvalpsund Net shall only be liable for damage to property or real estate belonging to the Buyer if the damage was due to gross negligence or deliberate actions or omissions committed by a person, for whom Hvalpsund Net is liable.
  - Hvalpsund Net shall not be liable to pay compensation for any indirect or consequential loss, including but not limited to operating loss, loss of profit and loss of time because of product liability damage.
  - Where Hvalpsund Net is held liable for defective products vis-à-vis a third party, the Buyer shall indemnify Hvalpsund Net to the extent to which Hvalpsund Net has limited its liability towards the Buyer pursuant to the abovementioned.
- VENUE AND GOVERNING LAW
  - Any dispute with relation to Hvalpsund Net's supply shall be decided at Hvalpsund Net's legal venue in Denmark.
  - The dispute shall be settled in accordance with the substantive laws of Denmark, i.e. disregarding its rules on renvoi, and except for the international sale of goods act (United Nations Convention of Contracts for the International Sale of Goods (CISG)).

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