

TERMS OF SALE AND DELIVERY (Appendix of the Carheal Portal Service Agreement)

1. Offer and order confirmation

- a. Unless otherwise agreed in writing any offer has a time-limit of one month as from the date of the offer.
- b. Only orders accepted in writing are binding to Carheal.
- c. Product specification, alterations or part specification alterations orally agreed upon regarding orders in hand shall not apply save confirmed in writing by Carheal.
- d. The data and illustrations included in catalogues, brochures, drawings, etc. constitute an approximate guide only. These data shall not be binding to Carheal. Carheal reserves the right to change this data without notice *pari passu* with the technological development.

2. Prices

- a. Prices are excluding freight costs which will be charged separately.
For orders of Carheal portals and cabins, 50% of the total amount is due on the date of the Purchase Order. 40% of the total amount is due pre-shipment. The remaining 10% of the total amount is due directly post installation.

3. Terms of Payment

- a. Net cash unless otherwise agreed in writing.
- b. In case of delayed payment an interest rate of 2% per commenced month shall be paid.

4. Dispatch and insurance

- a. The risk shall pass to the Purchaser in accordance with the stated terms.
- b. Carheal shall decide the mode of transportation if it is agreed that Carheal shall arrange for the transportation to be performed.
- c. The Purchaser shall control that the consignment and the delivery note correspond to his order and shall without delay inform Carheal of any deviations between the goods ordered and the goods delivered. Carheal's liability does not apply to losses due to insufficient control or delayed complaint.
- d. Transportation subsequent to the time of delivery *ex works* shall be managed by Carheal and will be the responsibility of Carheal who will provide the appropriate insurance. The Purchaser shall store the supplied goods in an appropriate manner and protected against damage. It is the Purchaser's obligation to provide relevant insurance for the goods in storage, including windstorm and fire insurance, and to provide insurance against any imaginable consequences of the destruction of or damage to the goods, including insurance against indirect losses as well as direct losses.

5. Times of Delivery

- a. The delivery period stated is subject to strike, lock-out, or act of God, including failing supplies from the subcontractors of Carheal due to reasons as those hereinbefore stated. The delivery period shall run from the day of the written agreement on the consignment details.
- b. In case of delays in delivery not proven to be caused by negligence for which Carheal is responsible, the Purchaser shall not be entitled to consider the delay a misrepresentation and shall not be entitled to cancel the contract nor to claim compensation and the Purchaser shall meet the terms of payment notwithstanding the delay in delivery. If however negligence is caused by Carheal then Carheal assumes appropriate responsibility.
- c. Carheal's liability does not apply to consequential losses such as loss of profit or other indirect losses caused by the delay in delivery.

- d. If the Purchaser fails to accept delivery on due date payment shall nevertheless be effected as if the goods had been delivered.

6. Drawings and Descriptive Documents

- a. Drawings and other information submitted by Carheal remain the exclusive property of Carheal. They may not, without the written consent of Carheal, be copied, transmitted, reproduced, or communicated to a third party.

7. Installation

- a. It is presupposed that the installation can be performed as one operation without any noticeable delay caused by other contractors.
- b. Appropriate light and power supply plugs shall be at the disposal for Carheal at the site (220V 10A for hand tools) and fork lifter/crane for unloading of lorry, max. parcel weight 2500 kg.
- c. The mounting site shall be cleared, be completely level with no gradient whatsoever (from side to side or front to back) and be easily accessible for a lorry with trailer.
- d. If the conditions mentioned in a., b., and c. above have not been fulfilled, Carheal is entitled to have the necessary work done at the Purchaser's risk and expense either by Carheal doing it themselves or by having it done by a third party, and costs are to be invoiced to the Purchaser.

8. Returned goods

- a. Unless otherwise agreed in writing returned goods (e.g. cabins) will not be accepted.

9. Guarantee

- a. For a period of 2 years starting from the day of the delivery parts which are defective resulting from faulty materials, construction or design shall be replaced or repaired at Carheal factory at the discretion of Carheal. During the hereinbefore said period the Purchaser shall be precluded from claiming any other compensation due to misrepresentation.
- b. The guarantee liability does not apply when the defects are resulting from wear and tear, faulty operation, or defective mounting not carried out by Carheal. Should the delivered goods be altered without the knowledge and consent of Carheal, Carheal shall not be liable for the costs or adverse effects resulting from this alteration as well as Carheal shall be entitled to denounce any other obligation.
- d. Carheal shall not be liable for improper handling, and faulty erection and any installation not performed by Carheal. Carheal will be liable in the event that such activities are performed by Carheal.
- e. The Purchaser shall notify Carheal in writing without delay of any visible defects or defects noticed at once.

10. Products Liability

- a. Carheal shall be liable for personal injury or damage to property resulting from defective products and/or services only to the extent responsibility can be imposed on Carheal. Under no circumstances does Carheal accept responsibility for working deficit, loss of time, loss of profit, or similar consequential losses.
- b. Under no circumstances does Carheal accept responsibility for working deficit, loss of profit or other consequential economic loss. The above limitations of Carheal's liability will not apply if there is gross negligence. If a third party make a demand against one of the parties about liability for damages under this section, this party shall immediately notify the other hereof.
- c. Supplier and buyer are mutually obliged to let themselves be summoned to the court or arbitral tribunal which examines claims made against one of them on the basis of an injury or loss allegedly caused by the supply.

11. Disputes

- a. Any dispute shall be settled pursuant to Danish Law. The competent court of the place where Carheal has its registered office in Denmark shall have jurisdiction in any action arising out of this contract.