

JOM RUSTFRI A/S's GENERAL TERMS AND CONDITIONS OF THE MACHINE SUPPLIES AND SPARE PARTS SALES

1. GENERAL

1.1 These general terms and conditions of supply JOM RUSTFRI A/S (here after referred JOM) is applicable for engineering supplies and spare parts sales to the extent that they are not waived or modified wholly or partially by any written agreement.

1.2 Special purchase conditions or specific requirements for the purchase of the purchaser stated in buyer ordering or in the buyer's general purchase conditions, is not binding on JOM, unless JOM writing has agreed with the special conditions.

1.3 All advice from JOM's hand, not strictly relate directly to JOM's products are only indicative in nature and therefore can not cause JOM an advisory responsibilities.

1.4 The buyer bears the full responsibility for the selection of the purchased item. Buyer bears including responsibility for ensuring that it purchased to operate in the buyer's intended operational environment with the buyer's products and in its entirety can live up to the of the buyer expected results. JOM has only one (with) responsibility for this if JOM explicit contract or order confirmation has guaranteed a certain result.

2. CONTRACT AWARD

2.1 A final purchase agreement is not concluded until after JOM has sent a written order confirmation to the buyer.

2.2 If the buyer is of the opinion that in JOM's order confirmation contained conditions deviate from the agreed, the buyer is obliged to advertise in writing without delay to JOM.

3. TECHNICAL DOCUMENTATION

3.1 All drawings and other technical documents, which JOM left to the buyer before or after the agreement remains JOM's property and shall not, without JOM's prior written consent be used by the purchaser for purposes other than those agreed upon and may not be copied, reproduced, transmitted or otherwise brought to the knowledge of third parties.

4. DELIVERY

4.1 Delivery clause is "Ex Works" (Inco terms 2000), but except that this clause can be waived by the purchaser by paying the necessary packaging for the buyer's physical takeover of the purchased item. Type of packaging and quality is determined by the JOM. Packaging can not be returned.

4.2 Delivery times are estimated by best estimate and are not binding on JOM, unless a fixed delivery date is expressly agreed.

4.3 An expressly agreed fixed delivery date is postponed by the number of days that may move from its conclusion and until the time when JOM has received all the technical specifications and other necessary information from the buyer and this has indeed fulfilled all necessary formalities and / or its terms.

5. DELAY

5.1. Should there be delay, as JOM assuming responsibility for (item 4), buyer is entitled by written notice to JOM require delivery, however, subject to the buyer sets a final deadline of at least 20 working days within which delivery must take place, indicating that the buyer intends to terminate the agreement if delivery is not done on time. Only if delivery is not done within that period, the buyer is entitled to cancel the agreement.

5.2 In addition to the section. 5.1. The purchaser has no other remedies for delay and therefore can not raise such claims for damages of any kind, including operating losses and the like, as a result of the delay.

6. INSTALLATION AND TRAINING

6.1. Installation performed expense of the buyer on the terms set out in JOM's general installation conditions.

6.2 Education and instruction of the buyer's staff in the use of the purchased agreed and paid separately. Unless otherwise agreed in writing, provided training and instruction to JOM's then-current price list for such services.

7. OPERATIONAL TEST AND DELIVERED

7.1 Has JOM agreed to perform the installation, held at the installation end an operational test. Buyer is required to be present during operational test and carry out review and examination of the delivered. The buyer is also obliged to make the operation of the sample holding necessary products available in sufficient quantities. Does buyer not make the operation of the sample holding necessary products available, considered running the test for placed and approved.

7.2 JOM prepare for operating a sample delivery report, which the buyer has a duty to sign, perhaps supplemented by the buyer fleshed comments.

7.3 The lack of signature of paragraph 7.2 above delivery report, JOM can either chooses to treat the buyer's use of this bought as a proper pass or forward handing a letter to the buyer. Makes the buyer in writing within two weeks from delivery date of the letter concrete justification for failure to sign the delivery report, regarded the delivery was in accordance with the letter's content delivery. Have the buyer the delivery in use, the delivery considered to be made, even if such concrete reasons are send to JOM.

8. WARRANTY

8.1 JOM providers of new products manufactured by JOM 12 month warranty from date of delivery of original manufacturing defects. JOM's warranty responsibility is always and under all circumstances limited to replacement, repair or pro rata reduction as outlined in item. 9, it applies to all defects covered by warranty provisions.

9. GAPS

9.1 When the buyer finding defects, the buyer in writing to JOM describe and specify the defects and its impact on the buyer's use of the purchased item. Any complaint of defects must be received by JOM within 7 days after the defect was or should have been noted. Failure by the buyer, the buyer loses the right to remedies in law.

9.2 Any deficiency claim of any kind, in any case be argued within 12 months from the time of delivery, the lack objections after this deadline will not be enforceable.

9.3 If a complaint is made too late, but nevertheless JOM engage in substantive discussions with the buyer in connection with the submitted claim, this is done without JOM thereby also waives any later claim that the complaint was made too late.

9.4 Has the buyer chosen to do the installation and commissioning and / or invokes buyer a shortage and it appears that there is no defect that could be invoked against JOM; JOM has the right to invoice the buyer a fee for the work and costs, which have caused JOM.

9.5 Demonstrates buyer defects that can be invoked against JOM, JOM is its choice justified and obliged either to make replacement, remedy the defect or give the buyer a proportional reduction in the agreed purchase price, after which the defect is finally resolved.

9.6 Are the lack a defective mechanical part, the repair consists in returning the defective machine part and JOM delivers a new machine part to buyer. The defective machine part is then JOM's property. For the new machine part, same claim period specified in section. 9.2.

9.7 Travel and subsistence costs associated with repairing the defects detected after the delivery has taken place, is at buyer's expense.

9.8 Has JOM not within 30 days after the settlement of claims in question to fulfil its obligations under the section. 9.5 and 9.6, the buyer may grant written last JOM a reasonable time to remedy the defect. JOM's obligation is not fulfilled within the prescribed time, JOM is in their choice entitled and obliged either to notify the buyer a proportional reduction in the agreed purchase price or to take the bought back.

9.9 The Buyer may not make other remedies applicable than what is shown above, and therefore can not raise such claims for damages of any kind. JOM is not liable under any circumstances irrespective of any gross negligence for loss of profits, consequential or other indirect losses.

10 Payment Terms and property

10.1 If payment is not made on time, interest is added from the date of the invoice of the, at any time including the amount owed. Previously attributed interest, costs expenses etc. by 2% per month.

10.2 The purchaser is not entitled to withhold payments or set-off for alleged claims are not recognized by the JOM. Otherwise cease all buyers' remedies.

10.3 JOM retains title to the goods sold until full payment has been made.

11. FORCE MAJEURE

11.1 The following circumstances nullify the liability of JOM, when they occur after the conclusion of the contract and prevent or postpone the performance of the contract.

11.1.1 War and mobilization, riots and civil unrest, natural disasters, strikes and lockouts, shortages or delays by deliveries from subcontractors, fire, lack of transportation options, currency restrictions, import-/export restrictions and other circumstances as JOM has no influence.

11.2 In these cases, JOM their choice are entitled to cancel the order, or part of the contract, without thereby be considered as a breach, or to deliver the goods when the performance barrier has ended.

12. PRODUCT LIABILITY

12.1 For product liability JOM is liable pursuant to the provisions of the Product Liability Act, which can not be derogated from by agreement. JOM disclaims liability for product damage on any other basis. JOM will not be liable for consequential loss, loss of time, profits or other indirect losses.

12.2 The Buyer is obliged to keep JOM harmless to the extent, JOM liable to a third party for such damage and such loss as JOM after paragraph 12.1 is not responsible to the buyer.

12.3 The Buyer is obliged without undue delay in writing to JOM, if the buyer becomes aware of facts that could justify a product liability for JOM.

12.4 The buyer is liable to be summoned to the same forum that addresses any product liability case against JOM. JOM is always right to determine, that the relationship between buyer and JOM be settled in accordance with the provisions of section. 14.

13. Revocation provision

13.1 Should it prove that one or more provisions of these terms is or becomes invalid, the conditions remain valid between the parties. The parties in this case are obliged to replace the invalid provision (or the invalid provisions) with a valid, as the extent possible, pursue the purpose and legal status under the invalid provision (the invalid provisions).

14. DISPUTES, GOVERNING LAW AND VENUE

14.1 Any dispute arising out of the parties' agreement, including these terms and delivery conditions and product liability, is under Danish law. This conflict rule does not include Danish law on private international law, including the CISG.

14.2 JOM's court is agreed venue as JOM also entitled to sue the buyer at the buyer's court. JOM also entitled to request a dispute settled by arbitration under the rules of "Copenhagen Arbitration". Each part shall be entitled to appoint an arbitrator.

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