Terms and conditions of sale and delivery

1 DEFINITIONS

1.1 Unless otherwise specified in the text or unless it follows from the circumstances the definitions below will apply in these Terms and Conditions of Sale and Delivery:

"Customer" means the company or undertaking which has placed an order with Sanistål.

"Sanistål" means Sanistål A/S, Company Registration (CVR) No 42997811.

"Terms of Sale and Delivery" means these Terms and Conditions of Sale and Delivery including (any) appendices.

"Product" means one of Sanistål's products which is the subject of an order placed with Sanistål by the Customer.

"Special order items" mean products which Sanistål does not stock but which may by agreement be supplied by Sanistål under these Terms of Sale and Delivery.

"Fixed Measures" mean the Customer's purchase of a Product of/with a customer-defined measure.

"Conditions for Return of Products to Sanistål" mean the conditions for return of Products to Sanistål applicable at any time of which the current version can be found on Sanistål's website (www.sanistaal.com).

"Fees" mean the fees for delivery of Products etc applicable at any time, including distribution fees, which can be found on Sanistål's website (www.sanistaal.com).

"Direct Deliveries" mean delivery of Products directly from Sanistål's supplier to the Customer.

"Services" means the services offered by Sanistål at any time which may be purchased by the Customer at a price determined by Sanistål and the current services can be found on Sanistål's website (www.sanistaal.com).

2 VALIDITY

2.1 These Terms of Sale and Delivery apply to all offers made for or sale and delivery of Products from Sanistål unless otherwise agreed in writing.

2.2 These Terms of Sale and Delivery apply to Sanistål's delivery of Products to the Customer as well as to Direct Deliveries.

3 OFFERS, ORDERS AND SERVICES

3.1 All offers from Sanistål, including offers on Sanistål's website (www.sanistaal.com), only constitute an invitation to the Customer to make an offer by placing an order with Sanistål.

3.2 The Customer's order is not binding on Sanistål until Sanistål has accepted the order.

3.3 An order concerning a Direct Delivery is always subject to the acceptance of the order by Sanistål's supplier.

3.4 The Customer's order and the delivery of the Products comprised by such order may be subject to payment of Fees.

3.5 In connection with placing of an order with Sanistål it is possible for the Customer to purchase one or more Services. The Service(s) will be invoiced together with the Products ordered.

3.6 When the Customer has placed an order, the Customer cannot change such order, including changes in relation to specifications, unless such changes are accepted by Sanistål.

4 CERTIFICATE AND PRODUCT INFORMATION

4.1 The Customer may purchase a certificate as a Service. If a certificate is purchased, Sanistål will check that the certificate covers the Product supplied but Sanistål will not check any other information of the certificate.

4.2 Product information, including prices, drawings, specifications etc, and other details in Sanistål's catalogues, advertisements, promotional material or in other places, including Sanistål's website, is not legally binding and is for guidance only.

4.3 Unless otherwise agreed, including special quality requirements, all Products will be delivered as a general commodity and without any liability for special quality requirements.

4.4 Sanistål neither guarantees nor warrants that the Product is suitable for the Customer's need/application or that the Product has special properties. Consequently, the Customer is liable for ensuring that the Product is suitable for the Customer's need/application or that the Product has special properties.

5 PRODUCT REPLACEMENT

5.1 Sanistål reserves the right to replace a Product with another Product without notice, including the right to make changes in agreed specifications if such changes may take place without any significant inconvenience to the Customer.

6 DELIVERY AND THE PASSING OF THE RISK

6.1 If the delivery of the Product is carried out by a carrier engaged by Sanistål, the risk of the accidental loss of the Product passes on delivery at the agreed delivery address. Unless otherwise agreed the Customer pays a distribution fee fixed by agreement for the delivery of the Product. The delivery is subject to the place of unloading being accessible by a passable road. It is the Customer's responsibility that the unloading may take place immediately at the agreed address of delivery. The Customer will pay any additional costs if unloading cannot take place as expected.

6.2 In all other instances than specified in clause 6.1 the risk of the accidental loss of the Product passes to the Customer at the Customer's or a carrier engaged by the Customer collection of the Product from the warehouse or location at which the Product is stored.

6.3 The time of delivery may be agreed at a specific date or within a fixed period. The right to change the time of delivery is reserved if all information from the Customer or a third party required in order to execute the order has not been communicated to Sanistål within reasonable time before the time of delivery. Reservations are also made in relation to delay on the part of Sanistål's suppliers.

6.4 The time of delivery in relation to a Direct Delivery concerning Products such as steel, stainless steel, aluminium, metals etc is calculated from the time when all circumstances relating to the execution of the delivery have been clarified and the order has been finally confirmed by Sanistål's supplier. The Customer is aware that it is not always possible to determine a specific time of delivery and consequently the Customer accepts that the delivery is to take place in a period fixed by Sanistål's supplier.

6.5 Sanistål reserves the right to make partial deliveries.

6.6 In case of delivery of Products such as steel, stainless steel, aluminium, metals etc a margin of +/- 10 % is reserved in relation to the quantity specified in the order. The weighing of the Product by Sanistål's supplier forms the basis of Sanistål's invoice to the Customer.

6.7 If the order is for Products which Sanistål does not stock at the order date, Sanistål will within reasonable time inform the Customer of this and state when delivery is expected to take place.

6.8 In connection with the delivery of a Product the Customer must immediately carry out a thorough and adequate inspection of the delivered Product. The Customer must immediately and no later than on the day of delivery notify Sanistål of any visible damage, otherwise the Customer cannot raise a claim in this respect. In case of any damage which is not apparent, the Customer must notify Sanistål thereof no later than 5 (five) days after delivery, otherwise the Customer cannot raise a claim for such damage. In case the Customer claims that Sanistål has not delivered the ordered amount

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of Products, or that Sanistål has not delivered the Product actually ordered, the Customer must notify Sanistål thereof no later than 5 (five) days after delivery, otherwise the Customer cannot raise a claim in this respect. Notwithstanding the above, if the Customer has signed a freight bill without any reservations in connection with delivery of the Product, the Customer cannot raise any claim with respect to damage which was visible or that the ordered amount of Products has not been delivered.

6.9 If delivery does not take place at the agreed time of delivery, the Customer is by clear notice to Sanistål entitled to provide a final reasonable time period for delivery. If delivery does not take place within the time fixed by the Customer, the Customer is by clear notice to Sanistål entitled to cancel the order in relation to the delayed Product provided that when fixing the final time period for delivery the Customer has stated that the Customer will cancel the order if delivery does not take place, see clause 15.5. This clause 6.9 in its entirety is not applicable with respect to Direct Deliveries of steel, stainless steel, aluminium, metals etc.

6.10 In case delivery is delayed or postponed due to circumstances attributable to the Customer, Sanistål is entitled to claim payment for reasonable costs paid by Sanistål as a consequence of the delay or postponement, including storage costs and additional handling and transport costs. The originally agreed time of delivery must in such case be considered the time of delivery in relation to the terms of delivery agreed, in particular the passing of the risk.

7 PACKAGING

7.1 Packaging of the Product will be paid by the Customer unless otherwise agreed.

7.2 The Customer must not change, remove or delete the labelling or original packaging of the Product and must not delete warnings, markings, notices or characteristics which are a part of or stated on the Product or the packaging of the Product

8 PRICES

8.1 All prices are stated in either Danish kroner or Euro and are exclusive of VAT, Fees, charges etc.

8.2 Until the time of delivery Sanistål is entitled to change the price of the Product ordered as a consequence of increased costs for Sanistål, including documented changes in exchange rates, increase in terminal and transport costs, customs duties, taxes, charges, indirect taxes etc and changes in prices by Sanistål's suppliers. This also applies in case of foreign, Danish or EU authorities' intervention in the pricing in relation to Products such as steel, stainless steel, aluminium, metals etc, including determination of binding minimum prices and imposition of anti-dumping customs duties, compensation duty or other types of import surcharges, indirect taxes etc.

8.3 Sanistål is entitled to claim payment for leftover material in relation to any cut-offs or adjustments unless otherwise agreed.

9 PAYMENT

8.1 Unless otherwise agreed the final due date for payment is end of the month plus 20 days from the date of the invoice.

9.2 If payment is made after the due date, the Customer must pay interest on the due amount at 2% for every month or part of a month until payment is made. Sanistål is also entitled to charge a reminder fee and a compensation amount under the provisions of the Danish Interest Act.

9.3 The Customer is not entitled to set-off any counterclaims against Sanistål and is not entitled to withhold any part of the purchase price due to counterclaims of any kind.

10 RETENTION OF TITLE

10.1 Only limited by mandatory statutory provisions Sanistål reserves the right of ownership in the Product sold until the full purchase price including any costs and interest incurred etc has been paid to Sanistål.

11 RETURNS

11.1 By way of exception and under the Conditions for Return of Products to Sanistål in force at any time the Customer may return Products purchased and always provided that the Product is free of damage and is returned in the original packaging.

12 WARRANTY FROM THE MANUFACTURER/PRODUCER

12.1 If the manufacturer/producer of the Product issues a warranty which the Customer may rely on, only the manufacturer/producer will be liable for this warranty obligation. Consequently, the Customer cannot raise a claim against Sanistål as a consequence of the manufacturer/producer's warranty obligation.

13 DEFECTS AND COMPLAINTS

13.1 If the Customer intends to raise a claim due to a defect in a Product which the Customer has or should have discovered, the Customer must immediately and no later than 5 days from delivery of the Product inform Sanistål to this effect and state the nature of the defect. It is for the Customer to prove that the defect in the Product which the Customer claims was present at the time of delivery of the Product to the Customer, see clause 6. If there is no defect for which Sanistål is liable, Sanistål is entitled to compensation for the work and the costs which the complaint has imposed on Sanistål.

13.2 Remedying of defects in the Product will at Sanistål's option take place by repair of the defect or by a replacement delivery. The Customer is not entitled to any other remedy for breach and the Customer is consequently not entitled to damages or compensation for losses and costs which the Customer may incur in relation to repair or a replacement delivery, including costs of mounting and installation of the Product delivered in replacement.

13.3 If remedy or provision of a replacement delivery in accordance with clause 13.2 does not take place within reasonable time, the Customer is in accordance with the general rules of Danish law and these Terms of Sale and Delivery entitled to have the repair carried out by a third party at the account of Sanistål provided that such repair takes place in a reasonable manner and after Sanistål has received notice to this effect. Sanistål's liability for such repair by a third party is limited to the direct costs in relation to the repair of the Product and Sanistål's liability for the repair by a third party cannot exceed the price of the Product. Alternatively, the Customer is entitled to maintain the purchase and claim a proportionate reduction of the purchase price but not more than 15% of the Product's purchase price. If the defect may be considered material, the Customer will be entitled to cancel the order and may claim compensation, see clause 15.5.

13.4 The Customer must give notice of any defect in the Product delivered within 12 months from the time of delivery, see clause 6, otherwise any claim is time-barred. If the Product is used more intensively than agreed or than assumed at the time of placing the order, this period will be shortened proportionately. In relation to parts that have been replaced or repaired Sanistål will for a period of 12 months assume the same obligations that apply to the Product originally sold. However, Sanistål's liability for defects of any kind in the Product sold cannot be extended to more than 18 months from the original time of delivery.

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14 BUILDING SUPPLIES – EXTENDED PERIOD OF CLAIMS

14.1 If the Product delivered is to be used in construction works in Denmark which are subject to the General Conditions for the provision of works and supplies within building and engineering, AB 92, or the General Conditions for turnkey contracts, ABT 93, the notification period of 12 months set out under clause 13.4 of these Terms of Sale and Delivery will be extended as follows: In case of defects which in spite of careful inspections by the Customer or the Customer's customer were not discovered on delivery, Sanistål's liability for defects expires 5 years after handing-over of the construction works in which the Product delivered has been used, but not more than 6 years from delivery of the Product to the Customer. Repair or replacement of a Product during the period does not result in an extension of the 5-year and 6-year period of claims.

15 LIMITATION OF LIABILITY IN CASE OF DELAY, DEFECTS OR FAULTY DELIVERY

15.1 Sanistål cannot in any case be held liable for production and operating losses, loss of profits or other indirect losses and consequential damage, including payment of liquidated damages or payment of other penalties, due to delay or defects in the Product sold unless Sanistål has acted wilfully or with gross negligence. This also applies to faulty deliveries that may be attributed directly to Sanistål. This also applies in relation to Sanistål's delay in connection with delivery of one or more of the Customer's purchased Services.

15.2 Sanistål's total liability for damages cannot exceed the price of the Product.

15.3 In respect of Direct Deliveries relating to delivery of Products such as steel, stainless steel, aluminium, metals etc Sanistål is not in any case liable for the Customer's loss due to the supplier's delayed delivery of the Product.

15.4 Any changes or modifications made to the Product sold without Sanistål's prior written consent exempts Sanistål from any liability and obligation in relation to the Product.

15.5 If the Customer cancels the order legitimately as a consequence of a material defect or a material delay and purchases a product equal to the Product, the Customer may claim that Sanistål pays the Customer's direct and documented costs of purchasing the corresponding product from another supplier but such costs cannot in any case exceed 15% of the price of the defective or delayed Product. In addition to this the Customer is not entitled to any other compensation due to cancellation of the order, including transport costs etc.

15.6 The following events (force majeure) will exempt Sanistål from liability if such events prevent delivery of the Product or make the execution unreasonably onerous: Industrial conflicts, strikes, lockouts and any other events over which the parties have no control, such as fires, war, mobilisation or unforeseen military call-ups of an equal volume, requisitioning order, seizure, currency restrictions, rebellion and riots, unusual weather conditions and natural disasters, including volcanic eruption and cloudburst, shortage of means of transportation, general shortage of goods, power restrictions and defects in or delay in deliveries from suppliers which are due to any of the events specified in this clause. Events as specified which had occurred before the offer had been made or the order placed will only lead to exemption from liability if their effect on the execution of the order could not be foreseen at this time.

15.7 Sanistål must give the Customer written notice in reasonable time if any of the events specified in clause 15.6 occurs.

15.8 If a delivery is delayed due to force majeure, see clause 15.6, the period of time of delivery will be postponed by the period of time which the events preventing delivery lasts but each party is entitled to cancel the order for delivery of the Product without being held liable when such events have lasted more than 3 months. This provision applies irrespective of whether the cause of delay occurs before or after the expiry of the agreed time of delivery.

16 PRODUCT LIABILITY

16.1 The rules under Danish law in force at any time will apply to product liability with the limitations of liability following from these Terms of Sale and Delivery.

16.2 Sanistål may only be held liable for personal injury caused by a Product if it is proved that the injury is a consequence of failure or negligence on the part of Sanistål or others for which Sanistål is liable.

16.3 Sanistål is not liable for any damage to real or personal property caused by a Product after delivery has taken place. Sanistål is not liable for any damage to products produced by or stored with the Customer or to the Customer's products of which a Product forms part.

16.4 Sanistål is not liable for production and operating losses or other indirect losses or consequential damage, including payment of liquidated damages or payment of other penalties, due to Sanistål's delivery of a defective Product to the Customer unless the Customer is able to prove that Sanistål has acted wilfully or with gross negligence.

16.5 The Customer must indemnify Sanistål for any claim for damages in respect of product liability raised by a third party against Sanistål if Sanistål is not liable to the Customer under these Terms of Sale and Delivery.

17 ASSIGNMENT OF RIGHTS AND OBLIGATIONS

17.1 Sanistål is entitled to assign all rights and obligations in relation to execution of an order to a third party without the Customer's acceptance.

18 AMENDMENTS

18.1 Sanistål reserves the right to amend these Terms of Sale and Delivery. The current version of the Terms of Sale and Delivery can always be found on www.sanistaal.com.

18.2 Sanistål also reserves the right to amend the Conditions for return of Products to Sanistål, Fees and Services. The current version of the Conditions for Return of Products to Sanistål, the current Fees and the current Services can always be found on www.sanistaal.com

19 GOVERNING LAW AND JURISDICTION

19.1 These Terms of Sale and Delivery are governed by Danish law, however, the Danish conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG) are to be disregarded.

19.2 Any dispute arising out of the parties' business relationship as governed by these Terms of Sale and Delivery and which cannot be settled amicably is to be brought before the City Court of Aalborg.