

## Terms of sale and delivery 08-2008. Egebjerg International A/S.

These terms of sale and delivery shall apply to all of Egebjerg International A/S' (hereinafter referred to as the Seller) deliveries, including project and component deliveries. No terms of purchasing laid down by the Purchaser shall be taken into consideration even if they are an integral part of the Purchaser's sales documents, including acceptance.

### Quotation

Any written quotation by the Seller that does not state a time stipulated for acceptance shall lapse unless the Seller receives an unqualified acceptance within seven (7) days from the date of the quotation, whereupon the quotation shall be binding.

The Seller's quotation is made subject to the goods being unsold.

Verbal quotations must be accepted immediately.

### Prices

All prices are quoted in EURO and are exclusive of VAT, freight, customs duties, tax and other charges.

The Seller shall be entitled to change the prices quoted and/or agreed with the Purchaser in case of changes to the cost price of raw materials, exchange rates, freight, taxes, charges, etc.

The Purchaser must be notified of any price increases with a minimum of seven (7) days' notice.

### Terms of payment

Prepayment before dispatch of goods unless otherwise previously agreed with the Seller in writing.

In connection with project sales, payment can be demanded in instalments prior to delivery and if so this shall appear from the quotation/order confirmation. In the case of late payment, interest will be charged according to the general rules of the Danish Act on Interests for every month or part of a month from the invoice date.

Payment in connection with set-off shall not be possible if the counterclaim is in dispute.

Non-compliance with the Seller's terms of payment shall constitute a material breach which shall entitle the Seller to stop any further deliveries and to demand immediate payment of any outstanding amount - due or not due for payment.

A reminder fee shall be charged for every reminder according to the regulation of reminder fees in force at any time.

### Fee and deposit

The Seller shall be entitled to charge a fee for the preparation of quotation and design suggestions. This fee will not be refunded.

The Seller shall be entitled to charge a deposit in connection with delivery of drawings. The deposit will be refunded upon purchase.

### Cancellation and changes

The Purchaser shall have no right of cancellation. Changes to an order prior to delivery are only allowed according to prior written agreement with the Seller.

### Product information

Product information shall only be binding provided this is explicitly stated in writing by the Seller.

The Seller reserves the right to make changes to all product specifications without notice, if this can be done without substantial inconvenience to the Purchaser.

### Returns

Return of goods shall only be accepted provided this has been agreed in writing between the parties. Any agreement on returns shall be credited by a maximum of 80% of the price of the goods.

Crediting of returns is conditional on the returns being sellable, undamaged and in original intact packaging.

Contract-manufactured goods, including goods that have been installed, are not returnable.

### Delivery and shipment

Delivery shall be ex Seller's warehouse (INCO TERMS 2000). In connection with project sales, the Purchaser shall inspect the delivery prior to loading at the Seller's request and sign the delivery note.

The Seller's delivery is subject to the place of unloading being accessible via a passable solid road by a fully loaded truck with crane and trailer.

If the Seller is responsible for the installation, the Purchaser must designate a place where the Seller can unload the delivery, which afterwards must only be touched or moved by the Seller.

If the designated place is located more than 20 metres from the entrance of the stall section where the delivery is to be installed, the Seller shall be reserved the right to invoice the Purchaser separately for moving the delivery on the basis of time consumed.

The Purchaser shall be responsible for immediate unloading and any waiting time shall be paid by the Purchaser

If the delivery is not completed according to agreement as a result of the Purchaser's conditions, the Seller reserves the right to invoice the Purchaser for any costs incurred by the Seller in connection with storage of the delivery, including rent of storage capacity.

### Time of delivery

The time of delivery shall be estimated by the Seller. The Seller shall notify the Purchaser without undue delay of any changes to the time of delivery.

### Installation

The stall must be tidy in all respects. There must be no animals in the stall. There must be no other workmen in the stall section where the installation is to take place.

The Purchaser shall provide a waste container or a designated place where packaging, waste etc. can be unloaded.

As a minimum, the building must be frost-free. When installing pens with PVC profiles, the temperature must be minimum plus 10 degrees Celsius due to the coefficient of expansion of the profiles.

The building must be amply lit and have access to electricity (16 amp.).

### Warranty

The Seller warrants the delivery for 12 months.

The warranty runs from the time of delivery. The warranty is subject to normal operating conditions.

The Purchaser shall be responsible for examining and confirming on the delivery note that the operating conditions are normal and if not must take this into account.

Conditions covered by the warranty must be remedied as soon as possible either by repair or replacement at the Seller's discretion.

The warranty does not cover conditions due to ordinary wear and tear, insufficient maintenance or incorrect treatment.

If parts of other makes are included in the delivery, the warranty conditions of the Seller's supplier shall apply.

The Seller's warranty liability shall not include consequential loss, operating loss or loss of profit.

### Defects and complaints

Without undue delay and no later than five (5) days upon receipt of the goods, the Purchaser shall examine the delivered goods in accordance with proper business conduct, including checking that the goods delivered are consistent with the delivery note.

The Purchaser must notify the Seller of any deficiency immediately after the discovery, including a specification of the nature of the deficiency.

If the Purchaser has or should have discovered the deficiency and fails to complain, the Purchaser forfeits the right to claim compensation for the deficiency.

Any deficiency shall be remedied or a replacement made, otherwise the purchase sum shall be credited to the Purchaser.

Changes to or interference with the goods delivered shall release the Seller from any liability and any obligation.

A complaint shall not entitle the Purchaser to withhold payment for deliveries made.

If the Purchaser resells to a third party, the Purchaser shall still be obliged to check the delivery for shortages or other visible deficiencies.

### Delay

Unless otherwise agreed in writing, postponement of the time of delivery by up to 21 working days shall be considered as delivery on time in all respects.

The Purchaser shall be entitled to compensation for any documented losses as a consequence of a delay of more than 21 days beyond the agreed time of delivery.

### Limitation of liability

For claims relating to Seller's performance or non-performance of his obligations, the Purchaser shall be entitled to compensation for losses with the following limitations: the Seller's liability to pay compensation shall be limited to direct damages/losses and - irrespective of the cause and the nature of the claim - shall be limited to the amount invoiced for the delivery which resulted in the damage/loss or is the cause of or directly connected with the compensation claim.

The Seller shall under no circumstances be liable to pay compensation to the Purchaser for operating losses or loss of profit, lost savings or other indirect losses or consequential damage caused by the use of the goods sold or lacking opportunity to use such goods, irrespective of whether the Seller has been informed of the possibility of such claim.

### Insurance

The Purchaser shall take out an all risk policy.

As long as the Seller holds the right of ownership, any insurance sum relating to the delivery shall be due to the Seller.

### Force Majeure

The Seller shall not be liable to pay compensation for losses which arise from circumstances of an exceptional nature and which prevent, hinder or increase the price of the fulfilment of the agreement, provided that such circumstances occur after the quotation has been submitted and are beyond the Seller's control, including but not exclusively: trade disputes (strikes and lockouts), climate or natural catastrophes, public confiscation, import or export restrictions, exchange controls, disruption of ordinary traffic (energy supply), significant increases in prices and/or taxes, production and delivery difficulties, force majeure occurrences and/or hardship at relevant subsuppliers, etc.

### Copyrights

All drawings and technical documents submitted to the Purchaser before or after the entering of the agreement shall remain the Seller's property in accordance with the Danish Marketing Practices Act.

Drawings and technical documents shall not be used by the Purchaser or copied, reproduced, passed on to or otherwise be disclosed to any third party.

### Proprietary rights

**The delivery shall remain the Seller's property until payment has been made in full including interest and any costs.**

### Venue

Any disputes between the parties which cannot be solved by amicable settlement shall be settled by the Court of Roskilde according to Danish law.

If the Purchaser is a foreigner, the case shall be settled by the Maritime and Commercial Court in Copenhagen.

The Danish international private law, which refers to foreign law, and the International Sale of Goods Act (CISG) shall not apply.

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