

**Terms and conditions of Sale and Delivery for  
Teknisk Gummi Horsens A/S  
1<sup>st</sup> January 2012**

**1 Application and validity**

1.1 All sales shall be in accordance with these sales and delivery terms and conditions unless otherwise agreed in writing between the parties prior to delivery.

**2 Offers**

2.1 All offers shall be binding for 30 days, in that offers shall be accepted within 30 days of the offer date.

**3 Payment**

3.1 Payment shall be in cash upon delivery unless otherwise agreed in writing or specified on the invoice.

3.2 Two percent interest will be charged on late payments per month or part thereof and interest on interest.

3.3 The purchaser shall not be entitled to setoffs in the purchase price unless the counter claim is acknowledged in writing by the seller.

**4 Ownership conditions**

4.1 The items sold shall remain the property of the seller until full payment of all sums relating to the order has been made. In the case of the purchaser's axles, the purchaser has a lien on these until all payments relating to the order are made.

**5 Delivery and delivery site**

5.1 The agreed delivery clauses shall be interpreted in accordance with the incoterms applying at the time of signing the agreement. Unless otherwise agreed in writing, delivery shall be made ex works.

5.2 If an agreement has been made on delivery to the purchaser's location or a location indicated by the purchaser, delivery shall be made in the manner the seller finds most appropriate. Transport is at the risk and expense of the purchaser. Thus, no compensation will be paid for losses resulting from damage or delays during consignment.

5.3 The seller reserves the right to make part deliveries.

**6 Liability for delays**

6.1 Delivery within two weeks after the agreed delivery date shall not be regarded as late delivery.

6.2 In addition, the seller shall not be liable for delays unless the purchaser can substantiate that the delay can be ascribed to the seller or other parties for whom the seller is liable.

6.3 The specification of delivery periods has been prepared according to best estimate, but the seller reserves the right to extend this period as a result of the circumstances specified in paragraph 9.

**7 Liability for defects and deficiencies**

7.1 For deliveries, the purchaser is bound to immediately and prior to commissioning undertake reasonable examination of the goods sold and may not subsequently submit a claim for defects and deficiencies which should have been detected during such examination. In the case of hidden defects and deficiencies, the purchaser shall submit a claim by six months at the most after delivery. Subsequent to this date, the purchaser's breach of contract powers shall cease.

7.2 The seller shall be entitled to undertake repairs of any defects and deficiencies with re-delivery within a reasonable period without the purchaser being entitled to make additional claims against the seller.

**8 Product liability**

8.1 The seller shall be solely liable for defective products according to fixed rules.

8.2 The seller shall not be liable for property damage after delivery and in general not for damage caused while the sold items are in possession of the purchaser, including as part of the purchaser's production.

8.3 The seller shall not be liable for the purchaser's used of the sold items.

8.4 The seller shall solely be liable for personal injury if it can be documented that the injury was due to faults or negligence on the part of the seller, or other parties for whom the seller is responsible.

8.5 If the seller becomes subject to third-party product liability, the purchaser shall indemnify the seller to the extent which is consequent on the above.

8.6 The purchaser shall undertake to agree to suits being filed against him at the same venue and subject to the same law as the seller.

**9 Force majeure**

9.1 The seller shall not be liable for full or partial delays or deficient compliance as a result of force majeure, including wars, revolts, strikes, lockouts, blockades, export or import bans, embargoes, currency restrictions, general shortages of materials, lack of manpower and means of transport, deficient deliveries from subcontractors or delays in these, fire, acts of God or similar circumstances which the seller was not able to avoid and the consequences of which the seller could not avert.

9.2 The seller shall inform the purchaser in writing of such circumstances without undue delay.

9.3 Either party may revoke the agreement in writing without liability should it be impossible to comply with it for more than two months due to force majeure.

**10 Limitation of liability**

10.1 The seller shall not be liable for operating losses, loss of profit or other consequential losses suffered by the purchaser or third parties regardless of whether liability is due to delays, defects and deficiencies or product liability. Applicable law and venue

10.2 All disputes between the parties shall be settled in accordance with Danish law, in that the Global Sales Law (CISG) shall not apply, and with the Court of Horsens as court of first instance.