

**§ 1 Formation of Contract**

- All orders and offers are made subject to these terms being applicable.
- Everything considered reference is made to the UN Convention on Contracts for the International Sales of Goods (CISG) in respect of the terms not regulated by this contract.

**§ 2 Reservation of Property**

- Seller shall retain the property in the goods sold until the purchase sum has been paid in full.

**§ 3 Time and Place of Delivery**

- The stated times of delivery are at a rough estimate and are observed as far as possible. HAUGAARD has the right at any time to exceed the time of delivery by 7 days. HAUGAARD is under no circumstances liable for any loss that the customer might suffer due a delay in delivery time. HAUGAARD shall not compensate buyer or third party for any loss due to delay or buyers cancellation of the contract.
- Delivery is made ex seller's place of business, cf. Inco terms.
- If delivery other than ex seller's place of business has been agreed the date of delivery stated is always the date on which the goods are dispatched from seller's place of business.

**§ 4 Payment**

- Payment shall be made net cash not later than 8 days after the delivery of the goods, unless otherwise agreed.

**§ 5 Complaint**

- Immediately upon delivery buyer shall examine the goods to ascertain that the goods in every respect are non-defective and are delivered according to contract.
- Complaints of faults and defects, including missing or lack of pieces of goods shall be forwarded in writing and not later than 5 working days after the goods having been delivered to buyer.
- Only upon prior written agreement with HAUGAARD may goods be returned and always provided that the goods are returned with an order form attached as well as an exact description of the faults and defects complained about.
- Cost of freight and insurance by the return of goods are on the account of buyer who also bears the risk of the goods in transit.
- If complaint is made on time and HAUGAARD accepts the complaint HAUGAARD at its own choice and within reasonable time has the right to choose whether it will
  - redeliver
  - remedy the defect, or
  - reimburse the purchase sum.
- In no circumstances is the buyer entitled to rescind the contract if HAUGAARD offers to redeliver, to remedy the defect or to reimburse the purchase sum.
- In any case HAUGAARD is not responsible for the delay due to redelivery or remedy. HAUGAARD is not liable for defects caused by misuse or misassembly.

**§ 6 Product Liability**

- Seller excludes to the widest possible extent any liability in respect of damage caused by the goods sold, whether personal injury or damage to property, including consequential damage that might be caused by substantiated defects in the goods sold.

**§ 7 Limitation of Liability**

- Any liability in damages of HAUGAARD is limited to cases of gross negligence on the part of HAUGAARD. The liability in damages shall not comprise indirect loss of any nature, including operational loss, loss of profit, loss of data, loss of good-will etc. Any liability in damages may not exceed the purchase sum according to the delivery contract.

**§ 8 Default Interest and Charge for Reminder**

- If buyer does not pay on time seller is entitled to claim default interest of the amount owing at an interest rate of 2 percent for each commenced month as from the due date and until payment is made.
- On forwarding the first reminder seller is entitled to claim payment of a charge for EUR 10.00 for administration etc. On forwarding the second reminder the charge is EUR 25.

**§ 9 Force Majeure**

- HAUGAARD shall not be deemed to be in breach of its obligations towards buyer if the cause of the non-performance is circumstances which HAUGAARD does not fully control, e.g. lack of or non-conforming delivery from suppliers, strikes, weather conditions, transportation, etc., as such circumstances shall be considered force majeure. But buyer is entitled to rescind the delivery contract in respect of the part of the total supply that might be delayed, if one of the above circumstances has been present for more than 30 consecutive working days.

**§10 Jurisdiction**

- Any dispute arising out or in relation to these terms of sale and delivery and supplies from seller shall be settled at seller's venue and pursuant to Danish rules of law.