

§ 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 Liability for Damage resulting from HAUGAARD products:

- Seller shall not be liable for the following losses caused by damage resulting from HAUGAARD products: loss arising out of damage to assets in the custody of HAUGAARD; capital loss and indirect loss, including loss and expenses resulting from collecting, reproducing, repairing, substituting, removing goods sold by HAUGAARD, consequential loss, lost time, loss of profits and similar indirect losses; fines or similar payment of penal character; loss due to subsuppliers' consultancy services; as well as loss resulting from damage to real property.
- If goods sold by HAUGAARD cause damage to items which the product now forms part of, has been incorporated in, is wrapped/boxed up in, is used to produce or process, or if subsequent damage occurs to items resulting from HAUGAARD's preparation, installation, repair or any other processing of such items, HAUGAARD's liability shall be limited to direct loss resulting from the damaged item being scrapped, repaired, becoming more costly to manufacture or of reduced value. HAUGAARD shall not be liable for expenses incurred in relation to transport of personnel, recalling, tracking, investigating or transporting the damaged items.
- Buyer shall keep HAUGAARD indemnified to the extent that HAUGAARD incurs liability towards a third party for loss and damage for which HAUGAARD is not liable under these terms. If a third party makes claims against one of the parties, the party against which the claim is made must notify the other party hereof directly.

§ 7 General Limitation of Liability

The following limitation of liability applies unless otherwise stated in these terms.

- HAUGAARD shall not be liable for loss resulting from delayed delivery of goods sold by HAUGAARD. HAUGAARD shall not be liable for loss resulting from damage to items in the custody of HAUGAARD or for loss resulting from damage to items which are damaged while being prepared, installed, repaired, mounted or otherwise handled by HAUGAARD.
- HAUGAARD shall not be liable for capital loss such as consequential loss, lost time, loss of profits and other similar indirect losses. Furthermore, HAUGAARD shall not be liable for fines or similar payment of a penal character, including for example, liquidated damages.
- In any case, HAUGAARD's liability shall be limited to DKK 1,000,000 per order.

§ 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.