

Terms and Conditions of Sale and Delivery for Schiedel ISOKERN A/S

1. Application

- 1.1. Unless otherwise agreed in writing between the parties the below mentioned terms and conditions of sale and delivery shall apply to each and every delivery from Schiedel ISOKERN A/S.
- 1.2. Unless otherwise agreed an offer shall be valid for 1 month, however subject to the goods being unsold, cf. clause 5.

2. Product Information

- 2.1. All information as to dimensions, qualities, technical data and other data, which appears from catalogues, price lists and other advertising material is meant as guidelines and is only binding to the extent that it forms a part of the agreement between the parties.

3. Prices

- 3.1. Unless otherwise agreed in a written offer all orders shall be invoiced at the prices applying on the date of delivery.

4. Dues

- 4.1. VAT and other dues shall be calculated on the basis of the rules applying on the date of delivery.

5. Intermediate Sale

- 5.1. When making offers Schiedel ISOKERN A/S reserves the right to intermediate sale which means that Schiedel ISOKERN A/S reserves the right to dispose of its production capacity by acceptance of orders from third parties during the period as from the making of the offer till the receipt of the acceptance.

6. Transport and Place of Delivery

- 6.1. Unless otherwise agreed delivery takes place ex factory.
- 6.2. If it has been agreed that delivery takes place at the purchaser or at a place indicated by the purchaser the purchaser shall be responsible for the fact that the transport route and the place of unloading is of such a nature that it can carry a lorry.
- 6.3. If it has been agreed that delivery takes place at the purchaser or at a place indicated by the purchaser the risk for fortuitous damage or fortuitous destruction of the goods shall rest with Schiedel ISOKERN A/S until the goods have been unloaded. After this time the risk shall pass on to the purchaser.
- 6.4. Delivery can always take place at a place indicated by the purchaser regardless of whether or not a person is present to acknowledge receipt. Schiedel ISOKERN A/S's shipping note shall be sufficient proof of the fact that delivery has taken place.

7. Time of Delivery

- 7.1. Unless otherwise agreed Schiedel ISOKERN A/S shall alone be responsible for essential delays.
- 7.2. Unless otherwise agreed in writing Schiedel ISOKERN A/S shall not be liable for indirect damage, consequential damage, loss of earnings or other loss due to overdue delivery, including e.g. severance pay, truck rent, crane rent, scaffolding rent, penalty ect.. Schiedel ISOKERN A/S's liability for delays, if any, shall be limited to an amount corresponding to the price paid by the purchaser for the overdue delivery or part delivery.

8. Terms of Payment

- 8.1. Unless otherwise agreed the terms of payment are net cash.
- 8.2. In the event of overdue payment an interest of 2% per month will be charged as from the due date.

9. Obligation to Examine and Complaint

- 9.1. The purchaser shall be obliged to examine the goods immediately upon receipt.
- 9.2. In the event that after examination according to clause 9.1 the purchaser will invoke that the delivery is insufficient or defective the purchaser must no later than 8 working days after the date of delivery make a complaint as to this to Schiedel ISOKERN A/S.
- 9.3. Complaints of defects in manufacture which in spite of careful examination have not and should not have been ascertained prior to the time-limit stated in clause 9.2 must be set up in writing immediately when ascertained - however, no later than 2 years after delivery of the goods - against Schiedel ISOKERN A/S.
- 9.4. To the extent that goods delivered are used according to the rules and regulations for building in Denmark delivery shall take place subject to the following building delivery clause phrased by Boligministeriets Byggestyrelse (Building Department of the Ministry of Housing): *"The supplier's responsibility for defects in goods delivered shall expire 5 years after surrender of the building in which the delivery is included. In case of delivery to stock or re-sale the responsibility shall, however, expire no later than 6 years after delivery to the purchaser. If it must be considered as proved that a claim concerning*

defects in deliveries cannot or can only with great difficulty be carried through against the supplier's purchaser or subsequent purchasers it is accepted that the claim can also be set up directly against the supplier. In such cases the supplier can also be made responsible for defects to the extent that his own delivery is defective and only to the extent that this is stipulated in his own contractual relationship with his purchaser. However, in all circumstances, the supplier accepts that he can be sued together with the purchaser or subsequent purchasers due to the mutual relationship between the parties. The case must be brought before the Building and Construction Arbitration Board."

10. Liability for Defects

- 10.1. In the event that after due complaints defects are found on the goods delivered Schiedel ISOKERN A/S shall at its own discretion undertake one of the following
 - to replace the goods by delivery of a new goods to the purchaser
 - to repair the defect
 - to credit the purchaser for the defective goods against return of these on the purchaser's account as Schiedel ISOKERN A/S shall, however, pay freight from the originally agreed place of delivery to Schiedel ISOKERN A/S's factory. Schiedel ISOKERN A/S shall not be liable for indirect damage, consequential damage, loss of earnings or other loss due to overdue delivery, including e.g. severance pay, truck rent, crane rent, scaffolding rent, daily penalty ect.. Schiedel ISOKERN A/S's liability for damages, if any, shall be limited to an amount corresponding to the price paid by the purchaser for the overdue delivery or part delivery.
- 10.2. Schiedel ISOKERN A/S's liability shall be subject to the fact that the goods delivered have been used correctly according to existing standards and Schiedel ISOKERN A/S's instructions.

11. Force majeure

- 11.1. Schiedel ISOKERN A/S shall be exempted from liability concerning non-fulfilment or delay in fulfilment of the agreement due to force majeure such as - but not limited to - the following; war, revolts or riots, government intervention or intervention from public authorities, fire, strikes, lockouts, export and/or import prohibition, lack of or defective deliveries from sup-suppliers, lack of manpower, fuel, breakdown of computer facilities, machinery and tools, sabotage and malicious damage or the like beyond the control of Schiedel ISOKERN A/S.

The above reservations shall apply regardless of whether the obstacles occur at Schiedel ISOKERN A/S's own production sites or at the production sites of Schiedel ISOKERN A/S's suppliers.
- 11.2. In the event that delivery free of defects or delivery in due time is obstructed temporarily due to one or more of the above mentioned circumstances the delivery shall be postponed for a period of time corresponding to the duration of the obstacle plus a period considered reasonable to normalise the circumstances.

Delivery at the thus postponed time of delivery is in every respect considered to be in due time.

In the event that the time of delivery is expected to be postponed for more than 8 weeks both Schiedel ISOKERN A/S and the purchaser shall be entitled to cancel the agreement without this being regarded as violation.

12. Warranty

- 12.1. To the extent that warranties have been issued these terms and conditions of sale and delivery shall still apply, however, so that the purchaser cannot be put in a poorer legal position than stipulated in the warranty.

13. Ownership Reservation

- 13.1. The ownership to the goods delivered shall remain with Schiedel ISOKERN A/S until the whole of the purchase amount plus interest and costs have been paid.

14. Product Liability

- 14.1. The rules and regulations of Danish law shall apply to product liability.
- 14.2. Schiedel ISOKERN A/S shall, however, never be liable for operating loss, loss of earnings or other indirect loss.
- 14.3. Schiedel ISOKERN A/S's total liability can never exceed DKK 1 million inclusive of interest and costs per damage, however, so that the mandatory law in force at any time concerning product liability shall be observed.

15. Applicable Law and Court of Law

- 15.1. In the event of disputes between the parties these shall be settled according to Danish law by the Court of Viborg.
- 15.2. Schiedel ISOKERN A/S can, however, decide that disputes shall be settle by the Danish Building and Construction Arbitration Board (Voldgiftsretten for Bygge- og Anlægsvirksomhed in stead of the Court of Viborg.

