

GENERAL TERMS OF SALE AND DELIVERY

Chem-Tec Plating A/S – "Chem-Tec"

1.0 General

1.1 These terms and conditions shall apply to all offers, sales and deliveries, unless otherwise determined and confirmed in writing by Chem-Tec

2.0 Offers

2.1 An offer shall lapse if the acceptance there of has not reached Chem-Tec 30 days after the date of the offer. Any offer shall be given subject to the goods being unsold.

3.0 Technical information

3.1 Product information, illustrations, drawings and information about technical data such as weight, dimensions, volume, strength, load capacity, performance, surfaces, materials, etc. in catalogues, brochures or other advertising material from Chem-Tec are only intended as a guide.

3.2 Information from Chem-Tec concerning technical data as mentioned above, and in offers, shall only apply when a separate guarantee in writing has been given as an integrated part of the agreement.

4.0 Prises

4.1 The quoted prices do not include Danish VAT and other tax or duty. Quoted prices are ex works.

4.2 Chem-Tec reserves the right to raise the prices in case of price changes from the suppliers of Chem-Tec, changes in exchange rates, metal prices, duty rates, import duties, insurance premium, freight rates and other fees and taxes. The prices can be adjusted for such increases from the day of the offer until the day of delivery.

5.0 Acknowledgement of order

5.1 Only by written acknowledgement of order from Chem-Tec, an agreement is entered between purchaser and Chem-Tec. In case the acknowledgement of order differs from the purchasers order, by supplement, changes etc. and purchaser does not approve these changes, Chem-Tec must be notified within one week. Otherwise the Chem-Tec acknowledgement of order shall be valid only.

6.0 Delivery/shipment

6.1 Delivery ex works on the account and risk of the purchaser.

6.2 Offered times of delivery shall be counted from receipt of items for processing. In case purchaser has delayed the commencement or processing of the items Chem-Tec reserves the right to postpone the delivery as needed.

6.3 Transportation is arranged by the choice of Chem-Tec in the way deemed most appropriate.

7.0 Payment

7.1 The fixed payment shall be made by the purchaser in cash on delivery, if nothing else has been agreed upon. If the purchaser does not pay in due time, Chem-Tec shall be entitled to claim interest on the overdue amount at 2% per commenced month from due date and until payment has been made.

7.2 A fee of DKK. 200 per dunning letter will be charged. The interest rate can be modified by Chem-Tec at any time. Such modifications shall be binding for the purchaser, and will appear from the invoice.

7.3 Amounts from any claims the purchaser has against Chem-Tec from other transactions can not be balanced against the purchase sum

8.0 Time of delivery

8.1 If delivery is delayed or embedded due to war, mobilization, labour disputes, government intervention, interruption of operations or other force majeure, whether or not such hindrances take place at Chem-Tec or the company's suppliers/sub suppliers, Chem-Tec reserves the right to postpone the time of delivery as needed.

8.2 A similar postponement of the time of delivery will also take place in case of bankruptcy or similar financial difficulties of the suppliers/sub suppliers of Chem-Tec.

8.3 Chem-Tec shall not be liable for delays due to the above mentioned circumstances or otherwise for exceeding or postponing the time of delivery.

8.4 The purchaser shall only be entitled to annul the an agreement made due to delays as mentioned above hereof if the delay has endured for more than one month, and Chem-Tec also is entitled to annul the agreement it's suppliers.

8.5 Chem-Tec reserves the right to make instalment deliveries and early deliveries.

8.6 Chem-Tec is beyond this only responsible for delays as far as this can be blamed on Chem-Tec as gross negligence.

8.7 Chem-Tec shall at no time be liable for operational losses, losses of time, margins or other indirect losses at the purchaser or third party due to delay.

9.0 Complaints and defects

9.1 The goods shall be checked immediately on arrival. Any complaints shall be made forthwith in writing and shall be received by Chem-Tec not later than 8 days after the time where the purchaser has or should have noticed the defect in question. If within 30 days of the date of the invoice the purchaser has not complained in writing to Chem-Tec, any liability on the part of Chem-Tec for the sold goods shall lapse.

9.2 Complaints shall be enclosed adequate samples for a positive assessment whether or not the complaint is justifiable. If the goods are supplied packaged, samples with unbroken packaging shall always be enclosed.

9.3 Chem-Tec is entitled to perform repair of defects, including undertaking replacement within reasonable time. For goods, which have been attempted modified or repaired including goods, which have been incorrect, stored, used or handled Chem-Tec has no liability.

9.4 Chem-Tec's liability for any damages due to defects is limited to the value of Chem-Tec's work, and shall thus not include the value of the products Chem-Tec has received for surface treatment.

9.5 Chem-Tec has not any other sort of liability for defects than the above mentioned. Defects shall at no time grant the purchaser any rights other than those mentioned above, nor the right to annul the agreement made or claim a reduction of the price or damages due to the defect.

9.6 Chem-Tec shall at no time be liable for operational losses, losses of time, margins or other indirect losses at the purchaser or third party due to defects.

9.7 Items for which the quality diverges are supplied marked "Frasorteret" (rejects) / "Kasseret"(discarded)

9.8 Purchaser shall be obliged to immediately investigate noted defects on supplied items for processing, with special reference to quality assurance of future supplies.

10.0 Product liability

10.1 Chem-Tec shall at no time be liable for product liability unless it is a consequence of indispensable law.

10.2 Chem-Tec shall at no time be liable for operational losses, losses of time, margins or other indirect losses at the purchaser or third party due to damage caused by defective products.

10.3 If third party makes a claim against one of the parties concerning liability for damages in accordance with this point, this party shall immediately inform the other party. Chem-Tec and the buyer are mutually bound to accept a sue at the court, which is hearing the claim for damages, which is brought in action against one of them on the basis of a damage which is claimed caused by the sold product.

11.0 Disputes

11.1 Any dispute that may arise between Chem-Tec and the purchaser shall be settled according to Danish law and by the court of Horsens, whether or not borders of the country court district thereby will be exceeded.