



Conditions of Sale and Delivery for IKM Ocean Team Powertech A/S (The Company)

1. Use

- 1.1. The below general conditions of sale and delivery shall apply unless otherwise specifically stated in a written agreement between the parties.
- 1.2. In cases where a particular matter is not covered by the agreement between the parties or the present general conditions of sale and delivery, NL 01 shall apply.

2. Drawings and descriptions

- 2.1. All information about weight, dimension, capacity, data of technical and other nature, including prices, as stated in catalogues, ads, image material, price lists, etc. are approximate. Such information is only binding to the extent that this is expressly stated in the Company's order confirmation or other written agreement.

3. Prices

- 3.1. The Company is entitled to change its prices/price lists at any time. Unless otherwise agreed, any sale is subject to the price list in force at the date of the order confirmation.
- 3.2. Price statements are made subject to strike, lockout and other conditions, which are beyond the control of the Company.
- 3.3. All prices stated are EXW Company's address and exclusive of VAT and packing and are based on the price conditions present at the time of the offer regarding materials, wages and transport costs. In addition, prices are based on current exchange rates and can be regulated in case of changes in prices and currencies.

4. Delivery

- 4.1. Unless otherwise agreed in writing, all deliveries from the Company are ex works (INCOTERMS 2000).
- 4.2. Part deliveries from the Company are allowed, if the Company finds this procedure advisable and fair based on the agreement of the parties.
- 4.3. Dispatch is at the Buyer's own account and risk. If the Company has not been instructed specifically on this matter, the Company is entitled to choose means of transport and route.
- 4.4. The Company is not liable for damage during transport.

5. Acceptance test

- 5.1. If the parties have agreed on conducting an acceptance test, the test should be held where the Company finds it most appropriate. If no technical test requirements are stated in the agreement, the test should be carried out according to the usual practice.
- 5.2. The Company shall notify the Buyer in writing about the acceptance test in good time, so that the Buyer can attend it. If such notice has been given to the Buyer, the acceptance test can be conducted even if the Buyer is not represented. Notice of this is registered in the Company's acceptance test protocol.
- 5.3. If the equipment/product proves not to be as contracted for at the acceptance test, the Company must as soon as possible account for how the equipment/product can be brought into agreement with the parties' agreement. However, this shall only apply if the reason for the equipment/product not being as contracted for is owing to matters relating to the Company. Otherwise, the Buyer is responsible for bringing the equipment/product in accordance with the agreement of the parties as soon as possible.
- 5.4. If the equipment/product does not deviate considerably in size and/or nature from the agreement at the acceptance test, the Buyer cannot demand that a new acceptance test is carried out.
- 5.5. Unless otherwise agreed, the Company shall bear all costs in connection with acceptance tests, which are carried out where the equipment/product is produced. However, the Buyer shall bear any costs in connection with his representation in connection with such acceptance tests.

6. Rules and requirements

- 6.1. All rules and requirements made by public authorities regarding the delivery must be expressly stated in the parties' agreement, if these are to be binding on the relationship between the Company and the Buyer.
- 6.2. The Buyer bears the risk for any change in such rules and/or requirements after the conclusion of the agreement. In case of changes in such rules and/or requirements after the formation of the agreement, the Company will, if requested by the Buyer, make reasonable arrangements in order to alter the delivery of the products and services accordingly. This term does not imply that the Company is under an obligation to carry out such an alteration.
- 6.3. The Company's costs in connection with taking reasonable steps to alter the delivery of products and services as requested by the Buyer, shall be paid by the Buyer.

7. Delay/delivery time

- 7.1. The stated delivery time is approximate and subject to delays as a result of strike, lockout, war, mobilisation, confiscation, exchange controls, transport barriers, restrictions of motive power, fire, lack of or defective deliveries from subcontractors or reasons beyond the Company's control; and in such cases, the delivery time will be postponed by a number of days equivalent to the duration of the obstruction. Delivery at any such postponed delivery time shall in any respect be considered timely.
- 7.2. If the delivery time is stated as a fixed number of days or weeks, the period shall start from the time when the Company has received all the information necessary for the execution of the order from the Buyer. If the Buyer does not pay any overdue amounts, the delivery time is postponed by a period equivalent to the delay of the payment in question.
- 7.3. If a delivery from the Company is delayed and the Buyer notifies the Company about this, or if the Company anticipates that it will not be able to deliver at the agreed delivery time, the Company shall, without delay, inform the Buyer about this, stating the reason for the delay and a reasonable delay period within which the delivery will take place.
- 7.4. If the Buyer anticipates that he will not be able to take the delivery at the agreed delivery time, the Buyer shall, without delay, inform the Company about this and state the reason for this and a date when he can take the delivery.
- 7.5. In case of lack of receipt due to circumstances regarding the Buyer, the Company may fix a reasonable period within which the Buyer shall take the delivery. If the Buyer does not take delivery, before this period expires, the Company is entitled to terminate the agreement between the parties in full or in part.
- 7.6. Furthermore, the Company is entitled to liquidated damages equivalent to 5 percent of the purchase price. If the Company incurs a loss of more than 5 percent of the purchase price, the Buyer shall indemnify the Company for such a loss.
- 7.7. If the Buyer, as a consequence of own matters, does not take delivery at the agreed delivery time, the Buyer shall pay that part of the purchase price which falls due on the delivery time as if delivery had taken place.
- 7.8. If the parties' agreement includes terms regarding several deliveries, or if the delivery is carried out in part deliveries, the above term shall apply for each delivery.
- 7.9. In no event shall the Company be liable for the Buyer's operating loss, loss of profits or any indirect loss, be it punitive or other.

8. Payment

- 8.1. The Company's general terms of payment are: Payment: net 30 days or according to agreement.
- 8.2. If the Buyer does not pay on time, the Company is entitled to claim a monthly interest of 2 percent on owing amounts from the time of delivery until payment is received.
- 8.3. The Buyer is not entitled to withhold any part of the purchase price as security for fulfilment of an obligation according to clause 14. Likewise, a delay in an immaterial part of the delivery does not entitle the Buyer to omit paying the full amount according to the agreements made.
- 8.4. If the goods, which according to agreement or contract are to be delivered at a fixed time, are not accepted in time by the Buyer, the Company may sell the goods for the Buyer's account, after giving notice to the Buyer, or store the goods for the Buyer's account, so that the Buyer shall pay any expenses in connection with the storing. Even if the delivery has been delayed, the Buyer is under an obligation to pay the stipulated amount at the due date.
- 8.5. When goods are stored, they are stored at the Buyer's own risk.
- 8.6. Regardless of the above, payment has not taken place before the owing amount has been irrevocably credited to the Company's account in full.
- 8.7. In case of any late payment from the Buyer, the Company may at its own discretion temporarily suspend the fulfilment of its obligations according to the agreement of the parties, until payment is received in full. In case of delays in payment, the Company is entitled to withhold goods for other agreements as long as payment has not been made.

9. Retention of title

- 9.1. The Company keeps the title to the sold goods, until they are paid in full.

10. Construction changes – new development

- 10.1. The Company reserves the right, before delivery and without prior notice to the Buyer, to make any changes in construction, design, etc. which the Company finds necessary.
- 10.2. Such changes only allow the Buyer to cancel the purchase, if he can prove that a particular construction, design, etc. was a precondition for the purchase.
- 10.3. Changes made and any cancellation of the purchase deriving from this, does not entitle the Buyer to damages or a proportional reduction.

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- 10.4. If the Company and the Buyer make an agreement about the development of a product, which by the parties and/or objectively can be considered a new development in the market, the liability of the Company does not include defects, cf. clause 14, caused by equipment provided by the Buyer or constructions, which are stipulated or specified by the Buyer.
- 10.5. If a new development of a machine does not lead to the intended result and this cannot be attributed to the faulty workmanship of the Company, the Company is entitled to suspend the agreement without losing its right to a proportional consideration for this, unless otherwise agreed by the parties.
- 11. Drawings**
- 11.1. Any drawings, estimates, descriptions and other material in connection with the making of an offer or deliveries are the property of the Company. Such material may not without written accept from the Company be reproduced, presented to others or used in any work. Drawings used by the Company in the making of an offer, shall be returned on request.
- 11.2. The Company is, to the extent this appears from the agreement of the parties, entitled to an individual payment for the preparation of drawings and specification regarding the delivery of products and services under this agreement.
- 12. Empties**
- 12.1. Boxes and other empties, which are debited separately, will not be credited.
- 13. Return**
- 13.1. Goods are only returnable on agreement. In this case, goods will be credited with an amount agreed at the same time.
- 13.2. Specially procured goods (procurement goods) including specially manufactured goods are not returnable.
- 14. Defects**
- Purchase of new components*
- 14.1. In a period of 12 months from delivery of the sold goods, the Company is responsible for defects in construction, manufacture and material provided that the Buyer can prove that the defect is owing to intent or negligence by the Company or its employees.
- 14.2. If the Company is responsible for defects according to the above, the Company is entitled, at its own discretion, to exchange or repair such components or parts which prove to be defective because of defects in construction, manufacture or material. The Buyer bears the costs for demounting, transport, refitting and commissioning, etc.
- 14.3. On receipt of the goods, the Buyer should make any necessary examinations required by good business practice. The Buyer is under an obligation to inform the Company in writing about any defects immediately after the Buyer has identified or ought to have identified the defect. The notice should include a specific description of how the defect occurs and state the packing/product ID number or barcode.
- 14.4. In no event shall the Company be liable for the Buyer's operating loss, loss of profits, daily penalties or any indirect loss, be it punitive or other.
- 14.5. The obligations of the Company under the above provisions do not include ordinary wear and tear or unusual use or overload, insufficient maintenance or operation contrary to the Company's instructions, changes made without the written consent of the Company, incorrect repairs made by the Buyer or other circumstances outside the control of the Company.
- 14.6. The Company is not liable for errors and defects which are claimed later than 12 months after delivery.
- 14.7. If no defects for which the Company is responsible are found after a complaint, the Company is entitled to consideration for any expenses and compensation for any loss incurred by the Company as a consequence of the complaint.
- Repair/renovation of used components*
- 14.8. If the Company repairs a component belonging to the Company, or if the Buyer buys a used component that has been repaired/renovated by the Company, the Buyer has the same option, as described above, to hold the Company liable for defects in the sold component, provided that the Company's liability for defects is limited to 6 months from delivery.
- 15. Product liability**
- 15.1. For damage which is covered by Act no. 381 of 7th June 1989 about product liability, the provisions of the act shall apply.
- 15.2. For product liability which is not covered by the provisions of the above act, the following limitations shall apply:
- 15.3. The Company is only liable for personal injury if it is shown that the injury was caused by defects or negligence from the Company or others under its responsibility.
- 15.4. The Company is not liable for damages to real and personal property while the Buyer has possession of the equipment. Nor is the Company liable for damages to products which are produced by the Buyer or to products which they are a part of. Furthermore, the Company is liable for damage to real and personal property at the same conditions as for Personal injury.
- 15.5. The Company is not liable for loss on operations, lost earnings or other indirect loss, be it punitive or other.
- 15.6. To the extent that the Company is held liable for product liability by a third party, the Buyer is under an obligation to indemnify the Company to the extent that the liability of the Company is limited according to the above three clauses.
- 15.7. These limitations in the Company's liability do not apply if it has acted in gross negligence.
- 15.8. If a third party makes a claim against one of the parties about liability for damages according to this clause, this party shall immediately inform the other party.
- 15.9. The Company and the Buyer are both under an obligation to accept legal actions which are brought against them at a court or arbitration tribunal, which deals with claims for damages, brought against one of them because of a damage which is claimed to have been caused by the equipment/product.
- 16. Product information, consultants' liability**
- 16.1. The Company is generally only liable for the sold goods being according to the specifications stated in connection with the sale, cf. the paragraph about manufacturing defects – not that the goods are fit for the Buyer's purpose.
- 16.2. Apart from this, the Company shall only be liable if it has provided individual written consulting to the Buyer in the form of preparation of a project, preparation of actual calculations or in the form of the making of a written statement about the usability of the sold goods for at specific purpose to a Buyer, which cannot be assumed to possess the necessary knowledge in the area to independently assess whether the goods are fit for at particular purpose. The Company is not liable for statements if the statements are based on an estimate or an assessment.
- 16.3. The Company only accepts liability if the consulting provided is found to be unjustifiable in relation to the knowledge possessed by the Company at the time when the consulting about the subject was made. The Company's consulting is provided on the basis of data from the suppliers of the Company, and the Company only covers a loss as a consequence of an error in this data material and to the extent that the suppliers of the Company pay compensation for this to the Company.
- 16.4. If errors are found in the written consulting provided by the Company in connection with its delivery, the Buyer must without undue delay inform the Company about this as soon as the error was found or ought to have been found.
- 16.5. In case of non-observance of this provision, the Company shall only cover losses which are a direct consequence of the incorrect consulting at the time when the Buyer ought to have informed the Company.
- 16.6. If the complaint is made in time, the Company shall provide new consulting free of charge.
- 16.7. The Company's liability for losses as a consequence of incorrect consulting is limited to:
- 16.8. The liability of the Company is limited to direct losses arising from the incorrect consulting of the Company to a maximum of DKK 300,000.00.
- 16.9. The Company is never liable for loss on operations, lost earnings, daily penalties or other indirect losses, be it punitive or other.
- 16.10. The Company's liability for losses in connection with consulting errors shall end no later than 1 year after handing over to the Buyer of the equipment/product for which consulting has been provided.
- 17. Rules of law – arbitration**
- 17.1. To the extent that a dispute between the parties is not regulated in the above general conditions of sale and delivery, the general rules of Danish law shall apply.
- 17.2. In case of a dispute between the parties regarding the delivery, the dispute shall be decided with binding effect for the parties by an arbitration tribunal appointed by the Danish Chamber of Commerce. In the event of arbitration proceedings, Esbjerg, Denmark, shall have jurisdiction.
- 17.3. The arbitration shall make its decision based on law and equity and according to the Danish Arbitration Act. The decision of the court of arbitration is final and binding on both parties.
- 17.4. Irrespective of the above, the Company may at its own discretion choose that any dispute must be settled in the Maritime and Commercial Court in Copenhagen/the Court of Esbjerg, the Danish Western High Court or in any ordinary court in one of the countries in which the Company has a business address. In the latter case, the arbitration clause shall not apply, unless the arbitration has already been started by the Buyer.
- 18. Acceptance and signature**
- 18.1. In connection with the formation of the agreement with application of these general conditions of sale and delivery, the Company issues two copies, one to each party, which are signed by both parties.
- 18.2. If the present conditions of sale and delivery are attached to the agreement, the conditions of sale and delivery are considered accepted and signed by the parties in connection with the signing of the agreement.