

**1. Price and payment**

All prices quoted are exclusive of any taxes, duties and other charges and fees. Unless otherwise stipulated in the order confirmation by Gerstenberg Services A/S, the purchase price shall be paid in 40% (forty per cent) down payment rate at the time of ordering and the remaining 60% (sixty per cent) delivery rate shall be secured at the time of ordering by the opening of an irrevocable and confirmed documentary credit (L/C) payable upon notification from Gerstenberg Services A/S that the goods are ready for dispatch or at the latest upon presentation of bill of lading.

In case payment is delayed by the Buyer, Gerstenberg Services A/S is entitled to charge default interest of 8% per annum above the effective Euro-Interbank-Offered-Rate (EURIBOR).

If, prior to shipment, the Buyer has not fulfilled the terms of payment or fails to accept delivery of the goods on due date, the cost of possible storage and insurance of the goods shall be borne by the Buyer. Payment of the sum due upon notification from Gerstenberg Services A/S that the goods are ready for dispatch shall be effected immediately on demand; otherwise Gerstenberg Services A/S shall be entitled to withdraw from the order without incurring any liability to the Buyer and shall be entitled to sell the goods to another party at the sole discretion of Gerstenberg Services A/S.

In the case of deferred payment, the goods shall remain the property of Gerstenberg Services A/S until the purchase price has been paid in full.

**2. Delivery**

Goods are delivered EXW at Gerstenberg Services A/S' warehouse (Incoterms 2020). Gerstenberg Services A/S shall be responsible for proper packing suitable for transport. Costs for packing, transport and insurance shall be for the account of the Buyer. Partial deliveries and the respective invoices shall be permitted to a reasonable extent. Delivery dates shall only be binding if agreed in writing. Force majeure and other influences beyond the control of Gerstenberg Services A/S that may hinder the smooth handling of the order shall entitle Gerstenberg Services A/S to postpone the delivery date or, insofar as the fulfilment of the order is seriously jeopardised or prevented by the aforementioned events, to cancel the order in part or in whole, without a right to compensation on the part of the Buyer. Gerstenberg Services A/S shall notify the Buyer immediately upon becoming aware of such circumstances. Delivery delays caused by the Buyer shall entitle Gerstenberg Services A/S to compensation for the reasonable additional costs incurred by Gerstenberg Services A/S.

**3. Warranty on equipment**

Gerstenberg Services A/S guarantees that the equipment conforms to the specifications in the order confirmation. Gerstenberg Services A/S further guarantees that the goods are free from defects in design, materials and workmanship.

The goods are designed to be used for the products and/or capacities mentioned in the order confirmation.

Gerstenberg Services A/S shall be informed in writing immediately of any defects discovered, however in the case of obvious and visible defects, no later than 14 days following receipt of the goods.

Should the goods be defective or lack warranted qualities or should they become defective during a warranty period of 12 months Gerstenberg Services A/S will, at Gerstenberg Services A/S' option, remedy the defect or exchange the goods in part or in full or take the goods back. At Gerstenberg Services A/S' choice warranty repair shall be carried out at Gerstenberg Services A/S' premises or at the Buyer's site. Missing quantities will be delivered subsequently if possible; in any other case a credit note will be given. The warranty period of 12 months shall start at the time when the goods have been installed at the site of the Buyer; however, the warranty period shall not exceed 18 months from notification by Gerstenberg Services A/S of the goods being ready for delivery EXW at Gerstenberg Services A/S' warehouse.

Gerstenberg Services A/S' liability for defects does not extend to natural wear and tear and improper treatment and does not cover damage/loss caused by improper storage, faulty or careless treatment, overuse, unsuitable operating material, non-compliance with Gerstenberg Services A/S' recommendations for the treatment and use of the goods, nor does it cover damage/loss caused in any other way, the fault of which cannot be attributed to Gerstenberg Services A/S. Gerstenberg Services A/S is also not liable if the Buyer or a third party makes alterations to the machinery delivered by Gerstenberg Services A/S or carries out improper repair work. Gerstenberg Services A/S shall also not be liable for any claims by or costs of the Buyer howsoever arising from defects in machinery supplied by Gerstenberg Services A/S.

**4. Commissioning and services**

In addition to the supply of machinery Gerstenberg Services A/S may in some cases and by separate agreement undertake also to offer specific services to the Buyer related to the installation and/or commissioning of the machinery at the site of the Buyer. During the time of assistance and without any costs to Gerstenberg Services A/S the Buyer shall give free and unrestricted access to his premises and his facilities and shall offer practical support as reasonably needed by Gerstenberg Services A/S' service staff.

The Buyer shall arrange and pay for any public authorisation as being necessary for Gerstenberg Services A/S to carry out the assistance at the site of the Buyer.

The Buyer shall assume responsibility for his own personnel, equipment and facilities and procure relevant documentation, drawings and manuals regarding his own installations and facilities, including but not limited to sources of power supply and suitable environmental conditions necessary for the completion of services to be rendered by Gerstenberg Services A/S.

The Buyer shall ensure that Gerstenberg Services A/S' personnel can commence the service tasks immediately upon arrival and complete these tasks without any interruption. If this is not the case, delay resulting from this shall be charged as extra work.

Any extra time spent and unexpected costs incurred by Gerstenberg Services A/S as a result of delayed or defective deliveries and/or installations on the part of the Buyer shall be paid by the Buyer according to separate invoices submitted by Gerstenberg Services A/S. Any such costs shall be paid immediately on demand.

Gerstenberg Services A/S shall have no financial liability for damages or otherwise arising from any delays to the carrying out of services howsoever caused or arising.



#### **5. Warranty on service**

Gerstenberg Services A/S guarantees that service rendered will be based on the degree of skill and care required by customarily accepted good professional and technical practice. Gerstenberg Services A/S shall exercise due care, sound judgement and good engineering in carrying out service.

Gerstenberg Services A/S shall re-perform any service work which is not in conformity with the required degree of skill and care provided that the Buyer notifies Gerstenberg Services A/S within seven days of said service. Such re-performance of service is the Buyer's sole and exclusive remedy for service which fails to meet the standards of the industry.

Gerstenberg Services A/S shall not be responsible for any deficiency in the service rendered which are caused by (i) design parameters stipulated by persons other than Gerstenberg Services A/S; (ii) information supplied by the Buyer or by persons under the Buyer's control or contract; or (iii) work performed by workmen or other persons not under Gerstenberg Services A/S' direct control and instruction.

#### **6. Return of spare parts**

Return of spare parts must be carried out within one month from the day of dispatch and only unused parts in the original packaging are accepted; however, only complete O-ring sets. A return fee of 15% of the price on returned parts, however minimum EUR 65.-, will be charged.

#### **7. Drawings and technical data**

All drawings and technical specifications relating to the machinery submitted by one party to the other before or after the final order shall remain the property of the submitting party. Such drawings and technical specifications and other technical information may not be used for any other purpose than that for which they are produced. Without the written consent of the submitting party such documents may not be copied or communicated to any third parties.

#### **8. Liability**

Besides the repair of defective machines and/or replacement of any non-conforming products or reimbursement of the purchase price, the liability of Gerstenberg Services A/S shall be limited to documented direct physical damage caused by the defective machinery. Gerstenberg Services A/S shall not be liable for other loss or damage arising, directly or indirectly, from the defect or for the cost of replacement, loss of business opportunities, lost profits, injury to goodwill or any other special or consequential damages.

Claims for damages for product liability on account of bodily injury or damage to health remain unaffected.

Further Gerstenberg Services A/S shall be liable for direct physical damage to the Buyer's plant caused by Gerstenberg Services A/S' negligence in the performance of services. When such service includes supervision of the installation of the machinery, Gerstenberg Services A/S shall also be liable for direct physical damage caused by incorrect instructions to the Buyer's installers. However, the liability of Gerstenberg Services A/S for services shall not be extended to cover other loss or damage arising, directly or indirectly, from the service rendered or for loss of business opportunities, lost profits, injury to goodwill or any other special or consequential damages. For the avoidance of doubt, Gerstenberg Services A/S shall have no liability for any loss of use, loss of profits, loss of products, loss of contracts, increased plant operating costs, loss of production, or for any indirect and consequential losses howsoever arising. Gerstenberg Services A/S shall also not have any liability for any damages or other financial compensation to the Buyer arising from any delays caused by Gerstenberg Services A/S. Except in respect of liability for bodily injury including damage to health and death, the total liability of Gerstenberg Services A/S arising out of any order shall not exceed the total price of the order which gives rise to any claim.

#### **9. Software**

Where the order includes software the purchase price includes a license for use of the software in connection with the operation of the machinery sold. The Buyer acquires no right of ownership to software supplied by Gerstenberg Services A/S.

#### **10. Variation orders**

If the Buyer requires variations to the design and/or construction of the machinery such variations are only binding when confirmed in writing by Gerstenberg Services A/S.

#### **11. Miscellaneous**

The Buyer shall procure all relevant information about legislation in the Buyer's country, local rules and other regulations applicable to the installation and/or use of the plant/machinery.

#### **12. Settlement of disputes**

In case of disputes the Buyer and Gerstenberg Services A/S shall aim at reaching an amicable settlement. If no settlement can be reached all disputes arising out of or in connection with the order, the sale and the supply of machinery and/or services shall be finally settled under the rules of arbitration of The International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The order, sale and delivery of goods and services shall be governed by Danish law. The provisions of CISG shall not apply.

**The above conditions shall apply to all quotations, orders, sales and deliveries for the supply of components unless specifically varied and confirmed in writing by Gerstenberg Services A/S.**