



## Terms and conditions of sales and delivery

### 1. Basis of Contract

These general terms and conditions shall apply to all deliveries made by Lilleheden Ltd. (hereinafter referred to as Lilleheden), unless otherwise expressly agreed and accepted in writing by both parties.

Any particular terms stipulated by the buyer in letters, orders, etc. shall not entitle the buyer to depart from these terms and conditions, unless such particular terms have been accepted by Lilleheden in writing.

### 2. Product information, drawings and descriptions

All information regarding weight, dimensions, capacity, price, technical and other data listed in catalogues, prospectuses, circulars, advertisements, illustrations and price lists are approximate. Such information is only binding to the extent that this is explicitly agreed upon.

All drawings and technical documents relating to the works submitted by one party to the other prior or subsequent to the formation of the contract shall remain the property of the submitting party.

### 3. Delivery

Any agreed delivery terms shall be construed in accordance with the ICC Incoterms in force at the time of the formation of the contract. If no such delivery term is specifically agreed upon delivery shall be FCA Hirtshals, Denmark.

If delivery is to be made on the building site, delivery is regarded as having been effected upon the arrival of the goods on truck at the building site. The place of delivery which must be level and sustainable shall be situated as close as possible to the place of use on the building site to which there is unobstructed access for a fully loaded truck and trailer with an axle load of up to 10 tonnes.

In the event that other orders are received before acceptance has been given, and such orders result in a delay of the agreed time of delivery, Lilleheden is entitled to withdraw the offer.

Lilleheden shall not be liable for late delivery unless such late delivery is caused by Lilleheden's intent or negligence. It is specifically stated that Lilleheden shall not be liable for delay caused by road authorities refusing to grant Lilleheden access to the place of delivery or revoking permissions necessary for delivery to take place.

In general, Lilleheden shall not be liable for operating losses, loss of time, loss of profits, loss of earnings or other indirect losses. Thus, Lilleheden's failure to deliver the goods at the agreed time for delivery shall not entitle the buyer to damages, to claim compensation for loss of profit, loss of production or any other consequential loss, nor shall it entitle the buyer to terminate the contract.

If the buyer fails to fulfil, correctly and in time, his obligations necessary for completion of the works, Lilleheden may suspend in whole or in part his performance of the contract and the time for delivery shall be extended by a period which is reasonable having regard to all the circumstances in the case.

In the event that the buyer is prevented from receiving the manufactured products at the agreed time of delivery, delivery is regarded as having been effected at the agreed time of delivery, when risk passes to the buyer and the buyer shall pay any part of the contract price which, but for such delay on the part of the buyer, had become due. Further, the buyer shall pay any storage rent, insurance costs and such other costs reasonably incurred by Lilleheden as a result of the buyer's delay.

### 4. Insurance

In the event that it is deemed necessary, Lilleheden is entitled to claim - prior to delivery - that an all risk construction insurance be taken out by the buyer.

### 5. Complaints

The buyer must examine the goods immediately after delivery and written notification of apparent defects shall be given immediately and not later than 8 days after delivery. Any such complaint shall be lodged before the delivered product is fitted, resold or built in.

### 6. Defects

In the event that the buyer, within a period of 24 months from the date of delivery of the product sold to the buyer, documents that the construction, material or the manufacture of a product delivered are defective, Lilleheden may at its own option decide to:

- replace the defective product(s) at no cost to the buyer by delivery of a new corresponding product to the buyer in accordance with the terms of delivery set out in these terms and conditions and/or in accordance with special terms agreed for the delivery in question; or
- make good by repair the delivered product in order for it to fulfil the agreed contractual terms, or
- credit the buyer with the defective products upon the buyer's returning of the defective products at the buyer's expense and risk; or
- offer a reduction in the purchase price.

As regards parts that have been replaced or repaired pursuant to the provisions of this clause, Lilleheden assumes the same obligations that apply to the original parts for a period of one year as from the date of repair.

The buyer is not entitled to lodge claims other than the claims set out above in respect of defects in the products sold. In particular, the buyer is not entitled to cancel the agreement, neither in whole nor in part, or to claim damages, unless the defects are of such nature that can be regarded as constituting intent or gross negligence on the part of Lilleheden. No claims can be made in respect of operating losses, loss of time, loss of profits, loss of earnings or other indirect losses.

### 7. Product Liability

Lilleheden shall only be liable for such damage caused by the products delivered if it can be proved that such damage is caused by Lilleheden's errors or omissions.

However, Lilleheden shall not be held liable for damage to real property or movable property caused by the delivered product, while such delivered product is in the buyer's possession. Equally, Lilleheden shall not be held liable for damage caused by the delivered product to products manufactured by the buyer or products of which the delivered products are a part, or damage to real property or movable property caused by such products due to the delivered products.

Lilleheden cannot be held liable for operating losses, loss of time, loss of profits, loss of earnings or other indirect losses.

In the event that a third party files a claim for damages against the buyer pursuant to the product liability provisions, the buyer shall immediately inform Lilleheden thereof. If a claim in this respect is filed by a third party against Lilleheden, the buyer shall indemnify Lilleheden for any such claim, unless such claim is founded on Lilleheden's intent or gross negligence.

Lilleheden and the buyer shall be mutually obliged to answer actions brought before a court hearing claims for damages advanced against either of them due to damage or losses allegedly caused by the delivered products. Any disputes that may arise between Lilleheden and the buyer shall however always be settled in accordance with English law.

### 8. Payment

The delivered products shall be invoiced at the agreed time of delivery. In the event of overdue payments, interest accrues at a rate of 2% per month. Lilleheden retains title to the products sold until the purchase sum has been paid. This provision shall apply regardless of whether the purchase is effected with a view to resale or with a view to use the products purchased in another building project. Lilleheden reserves title although resale has taken place or the products have been used in another building project.

### 9. Payment guarantee

Lilleheden reserves the right to request that security be provided for the outstanding amount inclusive of VAT in the form of a bank guarantee or other guarantee approved by Lilleheden, before delivery. Further, Lilleheden may demand cash on delivery from customers, on whom Lilleheden cannot take out credit insurance.

### 10. Tolerance

#### Width:

+/- 2 mm for all widths.

#### Height:

+ 4 mm / - 2 mm for heights below 400 mm.

+ 1% / - 0,5% for heights above 400 mm.

#### Length:

+/- 2 mm for lengths below 2 m.

+/- 0.1% for lengths between 2 m and 20 m.

+/- 20 mm for lengths above 20 m

#### Cross-sectional angle:

90 o +/- 1,15 o, i.e. right angle deviation does not exceed 1:50.

All measurements refer to a moisture ratio of 12%.

### **11. Force Majeure**

Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances; industrial dispute and any other circumstance beyond the control of the parties such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restriction in the use of power and defects or delays in deliveries by sub-contractors caused by any such circumstance as referred to in this clause if such circumstance could not have been foreseen at the time of the formation of the contract.

The party claiming to be effected by force majeure shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance.

If force majeure prevents the buyer from fulfilling his obligations, he shall compensate Lilleheden for expenses incurred in securing and protecting the goods.

### **12. Place of venue and applicable law**

Any dispute arising out of or in connection with sales made by Lilleheden shall be settled pursuant to English law and at the discretion of Lilleheden either by arbitration in accordance with the Statutes of the Danish Institute of Arbitration (Danish Arbitration) or at the civil court of Hjørring, Denmark.

### **13. Planning, etc.**

#### In general

If it is agreed that Lilleheden is to participate in the planning phase, Lilleheden shall only be responsible for consultancy services and calculations performed in relation to products delivered by Lilleheden.

Lilleheden shall thus not be liable for defects arising out of materials provided or a design stipulated or specified by the buyer or any third party for whom the buyer is liable.

The limitation of liability provided for under clauses 6 and 7 shall apply.

### **14. Erection**

#### General Erection Conditions

In the event that it is agreed that Lilleheden is to take part in the erection, Lilleheden's technicians shall be in charge thereof. Unless otherwise agreed in writing, the special provisions stipulated below shall apply to agreements regarding the erection of materials performed by Lilleheden or by Lilleheden's suppliers.

Lilleheden shall be under no obligation to perform subsequent inspection and maintenance of the temporary wind bracing.

The limitation of liability provided for under clauses 6 and 7 shall apply.

The performance of extra work in excess of the works provided for in the agreement is subject to written agreement specifying among other things the total price or the day rate. In the event that extra work is performed on a daily basis, the representative of the developer shall every day sign time sheets specifying the number of hours worked a day.

Lilleheden's employees will only fit materials supplied by Lilleheden.

The developer shall ensure that the necessary module lines and contour lines are clearly marked. The contractor shall examine the measurements in order to ensure that the fittings are correctly placed. A check form shall be submitted for Lilleheden's approval.

Hire of crane is included. The developer shall at his own expense ensure that the area surrounding and inside the building is equipped with a surface that is suitable for heavy cranes as previously agreed. In connection with the use of mobile lifts, the developer shall ensure that level ground areas exist, and that the work areas have been cleared allowing Lilleheden to perform all work in a safe manner and in compliance with the working environment rules in force from time to time.

The developer shall at his own expense install temporary lighting during the agreed building period if such lighting is required in order to perform the work.

The developer shall at his own expense ensure that welfare facilities and sanitary facilities are available to Lilleheden's employees during their work.

The developer shall place at the disposal of Lilleheden, a storage area at the building site. The storage area shall be used for the unloading and temporary storage of Lilleheden's materials. The storage area shall be well drained and dry in order to avoid any kind of damage.

The developer shall at his own expense place at the disposal of Lilleheden a 110/220/380 volt power supply within a reasonable distance of the building site.

The developer shall perform unloading and correct storage of all materials before erection is commenced, and the developer shall be liable for any damage that may occur in this connection.

Erection works shall be performed continuously, and Lilleheden must therefore have access to the building site, at no cost to Lilleheden, seven days a week during the period in which the work is in progress.

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