

## Terms of Sale and Delivery

### 1. Scope

The following Terms of Sale and Delivery shall apply unless the Seller has expressly entered into another written agreement with the Buyer.

### 2. Designation

Manure lagoons, membranes and tank covers as well as accompanying accessories shall hereinafter be called the Goods in the present Terms.

### 3. Quotation, Order and Acceptance

The Buyer's orders shall only be binding on the Seller if the Buyer has received a written order confirmation. Any quotation from the Seller that does not specify a special acceptance deadline shall lapse if the Buyer's acceptance, in conformity with the quotation, has not been received by the Seller within twenty working days from the quotation date. Prices that are stated orally, including by telephone, shall be regarded as price estimates.

### 4. The Seller's Performance

The Seller's performance shall only comprise the parts and Goods specified in the order confirmation. The Seller shall be under an obligation to supply Goods of a uniform good quality in accordance with the present Terms. All drawings, sketches, technical specifications, etc. shall remain the Seller's property and must not be copied or passed on to a third party. The delivered Goods must not be manufactured, copied or surrendered to a third party for such purposes.

### 5. Delivery

Delivery of the Goods shall be regarded as having been made once they have been surrendered to the Buyer or to a third-party carrier unless otherwise stipulated in the order confirmation. By written agreement, the Seller may take out insurance that covers the Buyer's transport risk. The Seller shall retain the title to the Goods sold until the purchase price has been paid in full.

### 6. Prices

The price is quoted ex works and is exclusive of VAT and other taxes and duties. Reservations are made for any changes to the quoted prices, both before and after acceptance, because of changes in prices of materials, exchange rates or other circumstances beyond the Seller's control. If the nature of the consignment is changed or if the Seller's costs increase in some other way as a result of the Buyer's affairs, the price agreed between the parties shall be subject to adjustment.

### 7. Terms of Payment

Net cash or in accordance with a written quotation or an order confirmation.

If the above times for payment are not complied with, the Buyer shall be under an obligation to pay default interest at a rate of 2 % per commenced month.

The Seller may demand that the Buyer shall put up adequate security for the payment in the form of a bank guarantee. Payment cannot be made by set-off.

Any non-compliance with the terms of payment shall be regarded as material breach and shall entitle the Seller to cease any further deliveries and to demand immediate payment of any undue outstanding accounts that the Seller has against the Buyer.

### 7.1 Retention of Title

The Goods shall remain the Seller's property until full payment has been made to the extent to which such retention of title is valid in accordance with the existing law.

### 8. Time of Delivery

Delivery that is made up to two weeks before or after the delivery date specified in the Agreement shall be regarded as due delivery in any and all respects. The Seller may postpone the time of delivery in the following cases:

- a. In connection with a change to the order that is demanded by the Buyer.
- b. In the event of a delay in deliveries or work systems that the Buyer performs himself or has other parties perform on the Buyer's behalf.
- c. In the event of force majeure, cf. Clause 16 of the present Terms of Sale and Delivery.
- d. If precipitation, low temperature, strong wind or other weather conditions of a significant or unusual extent compared with the common weather situation for the season in question prevent or delay the Seller's performance.
- e. If the work on the delivery of the consignment has to be stopped or is delayed as a result of an order from public authorities.

In the above Sub-clauses a, b and e, the Seller also reserves the right to adjust the agreed price in accordance with the costs incurred by the Seller in these circumstances.

### 9. Working Conditions

The Buyer shall be responsible to the Seller for ensuring that the Goods are mounted under conditions that are in accordance with the existing legislation and in compliance with the Danish Working Environment Act at the mounting site.

The Buyer may also provide the Seller with a written notification of the safety rules that apply to staff at the mounting site.

Furthermore, the Buyer shall, for his own account, make satisfactory locker, toilet, washing and eating facilities available to the mounting staff at or near the mounting site.

### 10. Delay

In the event of any significant delay in delivery of the consignment and if the Seller is not entitled to postpone the time of delivery, cf. Clause 8, the Buyer shall be entitled to terminate the Agreement by written notice to the Seller if the delay results in significant inconveniences to the Buyer. If the delay only concerns part of the Goods sold, the Buyer may only cancel the purchase for the part of the Goods that is delayed.

If the delay concerns Goods that have been manufactured in accordance with the Buyer's instructions or specifications or if the Goods are of a type that is normally not stocked by the Seller, the Agreement may only be terminated if the delay has the effect that the Buyer's purpose with the purchase will be prevented to a significant extent.