



Terms of Sale and Delivery of Brødrene Dahl

1. Applicability

- 1.1. Unless otherwise agreed in writing, these Terms of Sale and Delivery shall apply between Brødrene Dahl (Seller) and any given buyer in relation to all offers, orders and deliveries.
- 1.2. Any departure from these provisions, including in the form of Buyer's conditions of purchase, shall require Seller's accept in writing.
- 1.3. Seller is entitled to amend these Terms of Sale and Delivery from time to time.
- 1.4. In addition to these Terms of Sale and Delivery, Seller's code of conduct provisions shall apply in relation to deliveries from Seller. Seller's code of conduct provisions are available at www.bd.dk or may be obtained from Seller. Seller's code of conduct provisions shall always supersede Buyer's code of conduct provisions.

2. Formation of Contract

- 2.1 An offer shall apply for 30 days from the date of making it.
- 2.2 However, prior to Buyer's acceptance of it, an offer may be changed or withdrawn if Seller's assumptions change significantly.

3. Goods, Packaging and Product Information

- 3.1. The goods shall be described in more detail in Seller's offer or order confirmation.
- 3.2. Seller shall deliver the goods in adequate packaging, if packaging is required.
- 3.3. Information included in the product information and price lists shall be binding, provided that the order confirmation expressly refers to said information and price lists, but see Section 4.1.
- 3.4. However, to the best of his abilities, Seller will advise Buyer as regards Buyer's choice of products and their functions. However, the parties shall expressly agree to provide such technical advice and assistance free of charge, and Seller shall assume no obligation or liability for such advice and assistance, or for results achieved, unless the parties have entered into a specific separate agreement to this effect.

4. Prices and Delivery

- 4.1. Unless otherwise stated, all prices shall be exclusive of VAT. When selling from stock, the prices listed in Seller's price lists, exclusive of VAT, in force from time to time, shall apply.
- 4.2. Seller shall reserve the right to change the price, if, prior to delivery, new or increased costs, for example as a result of changed tariff rates, taxes, duties, currency rates, raw material prices, or as a result of the supplier's documented price increases, are imposed upon Seller.
- 4.3. The delivery shall take place at Buyer's address, unless otherwise stated in the order confirmation. The delivered goods shall be specified in an accompanying delivery note.
- 4.4. Seller shall reserve the right to impose a delivery charge at the time of delivery.
- 4.5. In connection with transportation of dangerous goods, including among others gases, Seller also preserves the right to impose a delivery charge. The delivery charge for dangerous goods at present amounts to DKK per delivery plus DKK 11 per bottle. The price will be adjusted in relation to the market price.
- 4.6. Seller shall levy an environmental charge of at present DKK 16 per invoice issued. Invoices via EDI, bd.dk, and e-mail shall be free of charge.
- 4.7. Seller shall have the option to carry out part deliveries and invoicing on account.

5. Delayed Delivery

- 5.1. If the agreed time of delivery is delayed for up to three days, the delivery shall be considered punctual, and shall not entitle Buyer to exercise remedies for breach of contract.
- 5.2. If delivery has not taken place more than three days after the agreed time of delivery, Buyer shall have the option to request delivery of the purchased goods or to cancel the purchase, as such delay shall be considered material, but see Section 5.3.
- 5.3. If a delay in delivery is caused by a circumstance which constitutes a ground for exemption from liability under Section 10.1 herein or is due to Buyer's act or omission, the time of delivery shall be extended to a point of time which shall be deemed reasonable in the circumstances. The time of delivery shall be extended though the reason for the delay occurs after the expiry of the date of delivery originally agreed by the parties.



Effective as at 1 September 2011

- 5.4. If a purchase is cancelled in accordance with Section 5.2, Buyer shall have the right to request repayment from Seller of the purchase price, if this has already been paid, and damages for any direct documented loss arising from the delay, up to but not exceeding the invoiced value of the part of the delivery that was delayed.
- 5.5. If Buyer does not cancel the purchase, Buyer shall not be entitled to damages for the delayed delivery.
- 5.6. Buyer cannot exercise any other remedies against Seller because of a delay than those listed her above.

6. Terms of Payment

- 6.1. A payment shall be received by Seller on the due date stated in the invoice at the latest.
- 6.2. If payment is received after the due date, Seller shall charge interest on the amount due of 2.25% per commenced month. Interest shall be charged to Buyer's account and shall be paid before any other debt.
- 6.3. Buyer shall not be entitled to terminate Seller's claim for payment of the purchase sum by setting it off against other payments or by exercising a lien, irrespective of whether Buyer's claim arises from the present issue or from other issues between the parties.
- 6.4. In the event of late payment, Seller shall have the right to suspend the fulfilment of Seller's obligations to Buyer regarding the delivery in question and any other issues between the parties.
- 6.5. In the event of late payment, Seller shall also have the right to set off the late payment against any customer bonus due to Buyer.
- 6.6. Moreover, seller shall have the right to terminate the agreement as regards the delivery in question and claim damages for any loss incurred by Seller, if payment of amounts due has not been settled 30 days from the due date.

7. Ownership and Reservation of Ownership

- 7.1. Seller shall reserve ownership of the goods sold until Buyer has paid the entire purchase sum and any additional expenses and interest, or until adequate security has been provided.
- 7.2. Drawings, specifications, descriptions, etc. for use in the production of deliveries or parts thereof, which are handed over to Buyer before or after the formation of the agreement, shall remain Seller's property. The use of drawings, etc. for other purposes than the utilization and maintenance of the delivered goods requires Seller's permission, and said drawings, etc. may not be copied, reproduced, handed over or in any other way be communicated to a third party by Buyer. Upon the request of Buyer, Seller shall provide Buyer with a copy of the existing instructions free of charge.

8. Defects and Notices of Lack of Conformity

- 8.1. Immediately upon delivery, Buyer shall check the delivery for the purpose of ascertaining a shortage or other visible defects. Any notice of lack of conformity arising hereof shall be presented within eight days of delivery. If Buyer fails to present said notice within the stated period, Buyer shall be precluded from claiming such defects at a later time.
- 8.2. Within a period of 24 months from the date of delivery, Seller shall remedy any goods which are defective because of design, material or production flaws. At Seller's option, said remedy shall be in the form of repair or replacement delivery. Seller shall also have the right to issue a credit note to Buyer amounting to the original purchase price for the delivered goods in fulfilment of Seller's obligation to remedy defects, instead of carrying out repair or making a replacement delivery.
- 8.3. Notices of lack of conformity regarding defective goods shall be made in writing and without undue delay after the defect has been or should have been detected. If Buyer fails to do so, Buyer shall lose the right to remedy according to Section 8.2.
- 8.4. Seller shall decide, if the defective product shall be remedied at the place where it has been installed or at Seller's premises. If the remedy requires that the product be returned to Seller, defective parts shall be sent to Seller upon request and free of charge. In such case, the returning of the product following the remedy shall then occur at Seller's own account and risk.
- 8.5. If Seller fails to carry out the remedy within a reasonable period of time following Buyer's notice of lack of conformity in accordance with Section 8.4, Buyer shall have the right to terminate the agreement as regards the defective part of the delivery by giving notice thereof to Seller in writing.
- 8.6. In the event of termination under Section 8.5., Buyer shall be entitled to claim repayment from Seller of any purchase price, if this has already been paid, and to claim damages for direct documented loss arising from



the defect, up to but not exceeding the invoiced value of the defective part of the delivery. If Buyer does not terminate the agreement, Buyer shall not be entitled to damages for the defective delivery.

8.7. Buyer cannot exercise any other remedies against Seller because of defects than those listed here above.

9. Product Liability

9.1. Seller shall only be liable for personal injury if it is possible to prove that the injury is due to errors or neglects committed by Seller or other persons for whose actions Seller is liable.

9.2. Seller shall not be liable for damages to real property or chattels which occur while the goods are in the possession of Buyer. Seller shall also not be liable for damage to products produced by Buyer or for damage to products of which the aforementioned products form part. Incidentally, Seller shall be liable for damage to real property and chattels on the terms and conditions that apply to personal injuries.

9.3. In the event that product liability to a third party shall be imposed upon Seller, Buyer shall indemnify Seller to the same extent to which Seller's liability shall be limited under these Terms of Sale and Delivery.

10. Force Majeure

10.1 The following circumstances shall result in exemption from liability, if they prevent performance of the agreement or make performance unreasonably burdensome: labour disputes and any other circumstance over which the parties have no control, such as fire, war, mobilization, or military call-up of a corresponding size, requisition, seizure, currency controls, riots and civil commotion, lack of means of transportation, general shortage of goods, motive power restrictions, and defective or delayed deliveries from sub-suppliers arising from any of the circumstances listed in this Section.

11. Building Supply Clause

11.1 If a delivery is used as per the rules and regulations for building projects in Denmark where AB92/ABT 93 is applicable, this Building Supply Clause shall apply:

Seller's liability for defective deliveries shall expire five years after the handing-over of the building project of which the delivery forms part. However, if delivering to storage or resale, Seller's liability shall expire six years after the delivery was made to Buyer.

If satisfied that a claim regarding defective delivery cannot or can only with difficulty be processed against Seller's buyer, or against subsequent buyers, the parties shall accept that the claim may also be raised directly against Seller. Also, in such circumstances Seller may only be held liable for defects to the extent that Seller's own delivery is defective, and moreover only if it arises out of Seller's own contractual relationship with Seller's Buyer; the period of liability for defects, cf. above, cannot be disregarded though.

However, Seller shall always accept that legal action may be brought against Seller along with Buyer or subsequent buyers in connection with the parties' mutual relationship. The ensuing case shall be heard by the Danish Arbitration Tribunal for Building and Engineering. Please see AB 92/ABT 93, Section 10(4), cf. Section 5(5).

12. Return of Deliveries

12.1 If Buyer regrets his purchase from Seller, Seller shall be willing to take back the delivery subject to the following conditions:

- The return shall always be subject to prior agreement with Seller.
- The product shall be in a complete and marketable condition.
- The product shall be in undamaged original packaging.
- The return delivery shall be specified and sorted.
- The purchase of the product from Seller shall be documented in an accompanying delivery note, invoice or package label.
- The product cannot have been removed from Seller's product range.



Effective as at 1 September 2011

Pipes, cables or other products of measured lengths or in special measurements will not be taken back, and neither will slates, metal plates or gutters.

Specially procured goods (hereinafter referred to as "procured goods") can only be returned, if Seller's supplier accepts to take them back.

12.2 In addition, the following conditions shall apply to return deliveries:

Deliveries may be returned for up to 90 days after delivery.

The costs of handling goods sold from Seller's stock range (hereinafter referred to as "stock goods") shall be calculated according to the below scale.

- 0-14 days from the date of delivery: 5% of the invoiced price, but a minimum of DKK 100 per returned delivery.
- 14-90 days after the date of delivery: 25% of the invoiced price, but a minimum of DKK 100 per returned delivery.

However, Buyer can return stock goods delivered from one of seller's stores to one of Seller's stores for up to four working days after collection or delivery without being charged the above handling costs or the minimum charge.

Handling costs for procured goods shall be calculated according to the below scale, with the addition of any return charge from the supplier:

- 0-14 days from the date of delivery: 10% of the invoiced price plus transport costs, but a minimum of DKK 100 per returned delivery.
- 14-90 days from the date of delivery: 25% of the invoiced price plus transport costs, but a minimum of DKK 100 per returned delivery.

25% will always be deducted, and any supplier's charge, if a return delivery is undocumented.

12.3 As a rule, the return delivery shall be handled within eight days of its receipt. Seller shall forward a credit note within two weeks of the receipt of the return delivery, if the returned goods meet the conditions of a return delivery. However, a credit note for procured goods shall not be issued until Seller's supplier has credited Seller with the purchase.

If the returned goods fail to meet the conditions of return deliveries, the goods shall be returned or disposed of at the customer's account.

12.4 Returned goods can be handed in at one of Seller's stores in Denmark. The collection of a return delivery at a certain location upon Buyer's request shall be subject to prior agreement with Seller. The method of collection may vary from area to area. If returned goods shall be collected separately at an address different from Buyer's registered address, upon Buyer's request, a collection charge of DKK 300 shall be levied.

12.5 Standard packaging, such as pallets, frames and wooden boxes, invoiced Buyer, shall be credited to Buyer upon return, provided that said packaging has not been damaged. The packaging shall be credited with a deduction of a handling supplement of 5%. The collection of return packaging shall be levied with a collection charge according to the rules in Section 12.4 above. Disposable packaging shall not be credited.

13. General Limitation of Liability

13.1 Under no circumstances shall Seller be liable, neither in connection with delays, defects, product liability nor in any other way, for any indirect loss and any other financial consequential loss, including operating loss, time loss or loss of profits.

14. Governing Law and Venue



Effective as at 1 September 2011

- 14.1. Any disagreement about matters covered by these Terms of Sale and Delivery shall be dealt with in accordance with the general rules of Danish law, the Convention on Contracts for the International Sale of Goods (CISG) excepted.
- 14.2. All disputes on which the parties fail to agree shall be settled by a Danish court of law at Seller's venue, except for the circumstances stated in AB 92/ABT 93, Section 10(4), cf. Section 5(5), cf. Section 11 here above.