

## **1. AREA OF APPLICATION AND VALIDITY**

a. All sales and all deliveries from CSK Stålindustri A/S (hereinafter called "CSK") are made on the basis of the following terms and conditions of sale and delivery, in the absence of any written agreement to the contrary with CSK's contracting party. Any and all deviations from the present terms and conditions of sale and delivery that have been stated on purchasers' orders or similar shall not therefore be considered part of the contractual basis between CSK and the purchaser, unless CSK has issued a written acceptance of same.

## **2. OFFERS AND CONFIRMATIONS OF ORDER**

a. If CSK issues an offer that does not state a specific deadline for acceptance, said offer shall lapse if CSK has not received written notice of acceptance within three (3) weeks of the date of the offer.

b. Only orders that have been confirmed in writing in a separate confirmation of order from CSK shall be binding on CSK.

c. Should the purchaser have any objections concerning the contents of the confirmation of order, the purchaser shall state same in writing and ensure that they reach CSK no later than one (1) week from the date of the confirmation of order. The purchaser is responsible for ensuring that the specification of requirements of the delivery is complete, and that it features all information necessary for the correct execution of the delivery.

## **3. RETURNS/CANCELLATION**

a. Returns will only be accepted on the basis of approval in advance from CSK. Transport is at the expense and risk of the purchaser.

b. In the event of cancellation, CSK shall be entitled to invoice the purchaser for materials purchased, labour paid and any loss of profit to a sum equivalent to a minimum of 20% of the purchase price.

## **4. PRICES**

a. Prices include one (1) revision of drawings.

b. In the absence of any statement to the contrary, prices are Ex Works, excluding VAT, packaging and assistance from installation fitters.

c. CSK expressly reserves the right to raise the price stated in the offer or confirmation of order in the following circumstances:

- Price increases of any kind superior to 3% on materials for use in the delivery, between the signature of the contract and the agreed time of delivery.
- Changes to customs duties or other fees.

In such circumstances, CSK shall be entitled to adjust the price by the full difference.

## **5. INSTALLATION**

a. Any assistance from fitters over and above that stated in the confirmation of order for execution will be calculated at the prevailing fitter rates.

b. Should CSK's fitters, having arrived as agreed at the premises of the purchaser or the purchaser's customer, be prevented in carrying out their work by circumstances not attributable to CSK, CSK shall be entitled to invoice the purchaser for the transport and labour hours utilised.

## **6. TERMS OF PAYMENT/RIGHT OF OWNERSHIP**

a. Payment shall be made in cash no later than eight (8) days from the date of invoice or pursuant to the provisions stated on the confirmation of order.

b. The delivery shall remain the property of CSK until such time as payment has been made in full. If the purchaser has failed to pay the full amount owing no later than three (3) months from the due date, CSK shall be entitled, having previously notified the purchaser in writing, to terminate the agreement, invoke the afore-mentioned right of ownership, and demand penalty interest and compensation for such losses as CSK may have incurred.

c. Subsequent to the due date, interest on the sum owing shall be calculated at 2% per month or part thereof.

d. Any delay in payment will additionally entitle CSK to withhold additional deliveries until such time as payment has been made, and to demand that satisfactory security be posted to guarantee payment of future deliveries. Moreover, CSK shall be entitled to terminate the agreement and demand compensation for any losses incurred due to breach of contract on the part of the purchaser, including loss of profit.

e. In the case of delivery and installation of partial deliveries, CSK reserves the right to invoice the purchaser on account for the individual partial deliveries.

f. The purchaser is not entitled to offset against the purchase price any claims that have not been recognised in writing by CSK.

## **7. SHIPPING AND INSURANCE**

a. Shipping and insurance shall be dealt with in accordance with the Ex Works classification from Incoterms.

b. In the event that CSK is to deliver materials and perform installation work, the purchaser is responsible for ensuring that either the purchaser or the developer has taken out all-risk insurance to a sum sufficient to cover all CSK's materials in full should an insurance incident occur.

CSK may request documentation proving that all-risk insurance has been taken out prior to the commencement of any installation work.

c. For assignments that CSK carries out on existing buildings or installations, the purchaser is responsible for ensuring that CSK is jointly insured under the developer's Construction, Moveables and Operational Loss insurance, such that CSK is indemnified against all claims and right of recourse in the event of damages.

## **8. DELIVERY TIME**

a. In the event that no specific time of delivery has been agreed between CSK and the purchaser, but where the parties have instead agreed on a period of time within which delivery is to take place, said period of time shall be considered to commence on signature of the agreement.

b. In the event that CSK has not received the necessary specifications, drawings, etc. for use in the execution of the delivery, the time of delivery – or the start time for the period of time mentioned above – shall be postponed until such time as the purchaser has supplied CSK with the information required.

CSK is obliged – within a reasonable period – to inform the purchaser of the information CSK requires in order to be able to execute the delivery.

c. The delivery time is stated with reservations for strikes, lock-outs and other *force majeure* situations, including reservations relating to delivery failures/incomplete deliveries from CSK's subcontractors.

d. Should the purchaser be unable to take reception of the delivery at the agreed time, the purchaser shall inform CSK of same without delay by phone and in writing, stating the cause of the delay and the time when it is expected that delivery can take place. CSK is only obliged to accept a postponement of the delivery time if the purchaser undertakes to cover CSK's documented expenses stemming from the postponement. Postponing the delivery does not exempt the purchaser from paying the agreed purchase price at the agreed time.

## **9. INSTALLATION AND CONSTRUCTION SITE CONDITIONS**

a. The construction site (including the access road) must be cleared, level and suited to purpose, such that a 45-tonne, 20-metre-long low-loader can drive up to and through the building gable, all the way along the centre line to the opposite gable end of the building, where installation is to commence. The floor inside the building must be level, and there must be sufficient space to lay the trusses flat to assemble them. There must be no current-carrying aerial cables within lifting distance. If, in the opinion of CSK, the construction site does not accord with the requirements stated above, any extra time required to remedy the deficiencies on site will be invoiced according to CSK's prevailing hourly rates for fitters.

b. On instruction from CSK, the purchaser is to place professional lifting equipment and at least two (2) personnel at the disposal of CSK while the installation work is under way. These personnel are to assist CSK in laying the roof beams using the requisite lifting equipment so as to achieve appropriate bracing of the structure. The purchaser is responsible for ensuring that the layout and furnishing of the construction site and the above-mentioned resources comply with the applicable legislation, as well as the rules and regulations set out by the work environment authority.

c. The roof beams shall be ready to use at the construction site, and must feature the requisite fittings.

d. The anchor bolts supplied by CSK must have been correctly positioned and embedded, and CSK accepts no liability for any damage or loss that can be attributed to the incorrect placement and/or embedding of these bolts.

e. The purchaser shall execute provisional reinforcement with roof beams and similar in parallel with CSK's installation work, so as to ensure that no delays are experienced by CSK's fitters.

f. The purchaser shall ensure that at the edge of the base of the structure there are plug sockets for 3 x 380 volt/16 Amp power with CE plugs. The purchaser shall cover all costs associated with same.

g. The purchaser shall take care of any cleaning and repair work required to deal with any transport and/or installation damage, and shall cover all associated costs.

h. The offer/order is based on CSK's production methods and standard systems, so the design of the structures may deviate from the project material. The dimension conditions shall, however, match the applicable standards from The Danish Society of Engineers (IDA), or in the recipient country.

i. CSK can, by arrangement, make all necessary statistical steel calculations available to the purchaser with a view to obtaining the necessary approval(s) from the authorities.

j. The purchaser/developer is responsible for checking and approving the drawings and instructions supplied by CSK within the stated deadline.

## 10. DEFECTS AND COMPLAINTS

- a. The purchaser undertakes to check the condition of the goods immediately on reception and, in the event of defects, to report same to CSK in writing and without delay. Should the purchaser fail to submit a complaint within five (5) days of receipt of the delivery, the purchaser shall no longer be permitted to claim remedy for defects from CSK, cf. Article e below.
- b. CSK accepts no liability for consequences of provably defective goods being incorporated into the building.
- c. To the extent – and only to the extent – that the goods delivered are used in construction in Denmark, delivery is made pursuant to the Danish Construction Material Certification Clause (*Byggevarerklausulen*) as formulated by the Danish Ministry of Transport and Housing's Construction Agency (*Boligministeriets Byggestyrelse*). According to said clause, CSK's liability for defects in deliveries ceases five (5) years after hand-over of the building in which the delivery was included.
- d. In this context, "defects" shall be considered to refer exclusively to documented design-, manufacturing- and material defects in the materials delivered, as well as to defectively performed installation work (Complaints regarding surface damage will only be accepted if the purchaser has applied the correct surface treatment and correctly maintained the structure).
- e. The purchaser's recourse in the event of defects in the delivery extends only to rectification of any defects as rapidly as possible in the form of correction, redelivery or post-delivery. Rectification of defects by a third party at CSK's expense is only permitted on the basis of written approval from CSK.
- f. CSK cannot be held liable for any operating losses, loss of time, loss of profit, loss of earnings or any other indirect losses that the purchaser believes himself to have incurred.

## 11. PRODUCT LIABILITY

- a. CSK can only be held liable for personal injury if it can be proved that said injury is attributable to error or neglect on the part of CSK.
- b. CSK can only be held liable for damage property, fixtures and fittings if it can be proved that said damage is attributable to gross negligence or neglect on the part of CSK. In any case, the compensation payable can never exceed the value of the delivery of which the defective product is part, to a maximum of DKK 1,000,000 (one million Danish kroner) including interest and costs.
- c. Under no circumstances can CSK be held liable for indirect damages and losses of any kind, including claims for daily fines or other fines that the purchaser may incur with reference to a third party, nor for the purchaser's operating losses, loss of time, loss of profits or any similar losses.
- d. To the extent CSK may incur product liability in relation to a third party, the purchaser is obliged to indemnify CSK in the same degree as CSK's liability is limited in under the present terms and conditions of delivery. Should a third party file a claim for compensation pursuant to this article against either of the parties, the party in question is to inform the other party of same without delay. In the event that claims for compensation may be filed against CSK on the basis of damage which is claimed to have been caused by the delivery, the purchaser undertakes to allow suit to be filed against him at the same court where said claims for compensation are filed.

## 12. LIMITATION OF LIABILITY

- c. Under no circumstances can CSK be held liable for indirect damages and/or losses of any kind, including claims for daily fines or other fines that the purchaser may incur with reference to a third party, nor for the purchaser's operating losses, loss of time, loss of profits or any similar losses. Even though CSK may exceptionally waive claims or rights in relation to the purchaser, this cannot be taken to mean that CSK has waived such claims or rights in cases other than that specifically agreed.

### **13. COPYRIGHT**

- a. All drawings, models and technical documents supplied to the purchaser are and shall remain the property of CSK, and may not be copied or utilised in any other unlawful manner.
- b. For products manufactured in conformance with the purchaser's specifications, the purchaser holds responsibility regarding infringement of third party rights – patent rights, for example, or other intellectual property rights.

### **14. FORCE MAJEURE**

- a. The following circumstances shall free CSK from liability when they occur subsequent to the conclusion of the agreement and prevent its fulfilment: labour conflicts and any other circumstance that is beyond the control of CSK, such as fire, war, mobilisation or unforeseen military conscription of corresponding scope, requisitioning, impoundments, currency restrictions, civil disobedience and unrest, deficiency of means of transport, natural disasters, general shortage of goods, discardment of major works, and defective or delayed performance by suppliers attributable to any of the circumstances named in this article.
- b. CSK is entitled to terminate the agreement through written notification to the purchaser, when fulfilment of the agreement within a reasonable period has become impossible on account of one or more of the afore-mentioned circumstances.
- c. The purchaser is only entitled to terminate a concluded agreement on account of delays as mentioned above if said delay has persisted for more than three (3) months.

### **15. LEGAL VENUE AND APPLICABLE LAW**

- a. Any disputes between the parties shall be finally decided through arbitration pursuant to the Regulations for Processing Cases at *Det Danske Voldgiftsinstitut* (Danish Arbitration).
- b. The issue shall be decided pursuant to Danish law, although such that the United Nations Convention 1980-04-11 concerning agreements on international purchases and the International Sale of Goods Act, act no. 733 of 7 December 1988, shall not apply.