

General Conditions of Sale and Terms of Delivery 06-2009 Qumec Production ApS

When machines, materials, machine accessories and spare-parts, in the following called machines, are purchased from Qumec Production ApS, the below Conditions of Sale and Terms of Delivery shall apply, unless otherwise agreed:

1. **OFFERS:** All offers are valid for 30 days from the date they are made. All prices are exclusive of VAT and delivery and may be adjusted because of price fluctuations of materials, wages, costs, exchange rates, duties or any other elements beyond Qumec Production ApS's control. Subject to errors and deficiencies in prices and specifications.

2. **RETENTION OF TITLE.** Machines supplied by Qumec Production ApS shall remain the property of Qumec Production ApS, until the full invoice amount has been paid. The Buyer shall keep machines fully insured for their replacement value, until payment has been made in full.

3. **DELIVERY:** Delivery shall be ex works (place of manufacture), unless otherwise explicitly agreed in writing.

4. **LEAD TIME:** The lead time runs from the date when Qumec Production ApS receives the final order, any prepayment or bank guarantee required, as well as any other information required for the order to be executed. The lead times stated are approximate; however, Qumec Production ApS shall do its utmost to deliver the order on the date stated. Qumec Production ApS shall not be liable for any delays resulting from force majeure or any other circumstances beyond Qumec Production ApS's control. Delayed delivery does not entitle the Buyer to any compensation or to withhold payment or cancel the purchase if the product has been adapted to the customer's order, unless separately agreed in writing.

5. **TERMS OF PAYMENT:** 40% upon placement of the order, 50% upon delivery / ready-for-dispatch announcement, 10% when the equipment can be used for production, although not later than 14 days from delivery.

6. **DRAWINGS:** All drawings and any models used shall remain the property of Qumec Production ApS.

7. **COMPLAINTS; LIABILITY FOR DEFICIENCIES:** All purchases shall be deemed to be purchases made in the course of business, so the Buyer shall complain immediately in writing in case of errors or deficiencies. Complaints shall be handled in accordance with these Conditions of Sale and Terms of Delivery, always provided that the Buyer has made timely payment of due amounts. Defects in manufacture shall be remedied; Qumec Production ApS shall choose the remedy. Remedy of defects in manufacture shall occur free of charge as regards wages and replacement parts and shall be carried out within normal working hours. Transport costs, including travel costs and accommodation costs, which arise in connection with such remedial action or a replacement product shall be charged to the Buyer.

Qumec Production ApS shall never be liable for operating loss, loss of profit or any other indirect loss. Qumec Production ApS shall only be liable for any damage or injury caused by the product for twelve months from the hand-over of the product to the Buyer.

The complaint period for new machines covers 2,000 machine hours; however, the following limits may not be exceeded:

1. Twelve months from the delivery date in case of one-shift operation.
2. Six months from the delivery date in case of two-shift operation.
3. Three months from the delivery date in case of three-shift operation.

Qumec Production ApS's liability shall not apply in the following circumstances:

- Faulty operation or faulty installation.
- Failing maintenance in accordance with the instructions.

- **Operation under extreme conditions not pre-approved by Qumec Production ApS.**

- **Use of unoriginal spare parts or accessories not purchased from or approved by Qumec Production ApS.**

- **Use of materials not approved by Qumec Production ApS.**

- **Repair or intervention performed by persons not approved by Qumec Production ApS.**

- **Failing payment.**

8. RETURNS: Products may only be returned following prior written agreement with Qumec Production ApS; if a product is returned, it must be in its original packaging, which must be unbroken.

9. ORDER CANCELLATION: An order may not be cancelled without the acceptance of Qumec Production ApS.

10. SUPPLEMENTARY INFORMATION: To the extent the above-mentioned terms and conditions do not cover a specific situation, reference is made to NLM 94: General Conditions for the Supply and Erection of Machinery and other Mechanical, Electrical and Electronic Equipment, applicable among Denmark, Norway, Sweden and Finland and in these countries, which conditions shall apply in such a situation.