

## ► General Conditions of Sale and Delivery

These general conditions of sale and delivery shall apply to all deliveries from Brunata a/s and Brunata International a/s (hereinafter called Brunata), whether they be ordinary goods deliveries or deliveries under contractual conditions ("Contract deliveries"), unless otherwise agreed upon in writing by the parties.

These general conditions shall at any time prevail over any additional, different or conflicting terms and conditions and/or any such document issued by the Buyer at any time.

### Definitions

"Buyer" shall mean any party with which Brunata has entered into an Agreement on deliveries or contract deliveries.

"Agreement" shall mean any specific written agreement entered into by the parties and these general conditions of sale and delivery.

"Product(s)" shall mean any metering equipment delivered by Brunata.

"Contract deliveries" comprise:

1. Deliveries, irrespective of size, of metering equipment and installation thereof and/or
2. Deliveries for which Brunata Products and/or services have been specifically produced in accordance with the orderer's instructions.

As regards other agreements on deliveries and/or services provided by Brunata, relations between the parties shall be regulated in accordance with the specific terms and conditions applying to the Agreement in question, and which shall be handed out no later than the date on which the Agreement is entered into.

### Clause 1 Offers and acceptance

- 1.1 Offers shall be valid for a period of 30 days from the date of the offer. The Buyer's acceptance is only binding on Brunata if written acceptance of the offer is received within the 30-day period.

### Clause 2 Product information and Brunata's services

- 2.1 All drawings and technical documents to be used for the production of orders or parts thereof that have been handed over to the Buyer before or after entering into the Agreement shall remain Brunata's property. Unless permission has been granted by Brunata, they are not to be used for any purpose other than for the use and maintenance of the goods delivered, and they may not be copied, reproduced, transferred or in any other way be brought to the knowledge of unauthorised third parties.
- 2.2 All specifications and information regarding weight, dimensions, price, capacity, properties, technical and other data stated in catalogues, leaflets, circulars, advertisements, photos, price lists or the like are approximate and intended as a guide only. Brunata reserves the right to change the specifications at any time without notice, and they are thus binding only if expressly stated in the Agreement.
- 2.3 Brunata's services comprise only the goods and services specified in the Agreement.

### Clause 3 Delivery

- 3.1 Delivery is ex works in accordance with Incoterms 2000. Brunata's liability for delivery shall cease and all risk of loss or damage shall pass to the Buyer upon Brunata making the Products available to the Buyer on the delivery date regardless of any provision for payment of freight or insurance or the form of shipping documents. If the goods are not collected by the Buyer, they will be shipped according to the Buyer's instructions at his expense and risk to a destination specified by the Buyer. Unless the Buyer has specified a particular method of shipment, goods are shipped at all times in a way Brunata deems fitting and appropriate.
- 3.2 Delivery of contract deliveries is contingent on Brunata having free access to the place of installation at the agreed time. The time of delivery is the time at which the Product is installed. The time of

handing over is the time at which all the Products of the delivery in question have been installed and are ready for operation.

### Clause 4 Prices

- 4.1 The prices contained in Brunata's offers are stated in EUR exclusive of VAT and are subject to changes before the Buyer's acceptance to allow for documented changes in prices for materials, prices from subcontractors, changes in taxes and/or duties, exchange rate fluctuations, changes in wages/salaries and the like. After receipt of the order, Brunata is entitled to demand an adjustment of the price if documented changes occur in exchange rates and public taxes and/or duties, which cause Brunata's costs to increase.
- 4.2 If the nature of the delivery is changed or if Brunata's costs increase in any other way due to the Buyer's circumstances, and Brunata substantiates this fact, Brunata reserves the right to adjust the agreed price.
- 4.3 Brunata may charge a handling fee (currently EUR 15.00) on orders not exceeding EUR 100.00.

### Clause 5 Payment

- 5.1 Brunata is entitled to invoice the Buyer for all orders delivered or ready for dispatch as of the date of delivery.
- 5.2 In case of contract deliveries, Brunata is entitled to invoice orders concurrently with the deliveries taking place, cf. clause 3.2. Any balance will be invoiced as of the handing-over date.
- 5.3 Terms of payment are 30 days net from the invoice date which may not precede the date of delivery.
- 5.4 18 % per annum penalty interest is charged from the due date on overdue payments and added monthly. A collection charge (currently EUR 10.00) is also payable for each collection.
- 5.5 Brunata is entitled to require the provision of security, in full or in part, for payment of orders made in the form of a prepayment, bank guarantee or similar guarantee. Brunata is also entitled in the circumstances to ship the goods COD (cash on delivery).

### Clause 6 Retention of title

- 6.1 The delivered goods remain Brunata's property until full payment has been made to the extent that such retention of title is valid according to the legislation in force from time to time.

### Clause 7 Time of delivery and delay

- 7.1 The time of delivery specified in the Agreement is calculated from the latest of the following dates:
  - a) The date on which the Agreement is made.
  - b) The date on which Brunata receives the agreed provision of security or payment to be provided or made before delivery.
  - c) The date on which Brunata receives the information from the Buyer necessary for the execution of the delivery.
- 7.2 Timely delivery is dispatch at the latest at the end of the week in which delivery has been agreed.
- 7.3 Brunata may request a postponement of the time of delivery in the following cases:
  - a) When an order is changed at the Buyer's request.
  - b) When deliveries or services carried out by the Buyer are delayed.
  - c) In the case of contract deliveries, cf. clause 3.2, the time of delivery may be postponed if and so long as Brunata is prevented from carrying out the installation due to the Buyer's circumstances.

In relation to the above-mentioned, Brunata also reserves the right to adjust the agreed price according to the costs incurred

and documented by Brunata in the aforesaid situations, and with the usual profit.

- 7.4 If delivery is delayed by more than 8 weeks due to circumstances caused by Brunata, the Buyer is entitled to cancel the Agreement in writing regarding the delayed part of the delivery without any of the parties having any claims against each other. The Buyer has no other remedies, including but not limited to claiming damages, in the event of delay. Brunata thus assumes no liability for delays or any consequences hereof.
- 7.5 Brunata reserves the right to stop delivery if the terms of payment or other agreements are not observed.

#### **Clause 8 Claimant's default**

- 8.1 If, after the time of delivery has occurred, the Buyer fails to collect or accept delivery of the goods, fails to issue a shipment order or asks Brunata to install the goods, cf. clause 3.2, Brunata is entitled to arrange for storage and insurance of the goods at the Buyer's expense and to forward an invoice for it to the Buyer. Under these circumstances the risk passes from Brunata to the Buyer.
- 8.2 If the Buyer – despite a written request – fails to collect or accept delivery, Brunata may sell the Products 30 days after the forwarding of the aforementioned written request at the best possible price, as Brunata is entitled to have the Buyer cover any documented loss resulting from such sale to a third party. This is also the case if the Products have been specially made according to the Buyer's instructions and specifications.

#### **Clause 9 Complaints, warranties and defects**

- 9.1 It is the Buyer's responsibility to check the quantity and quality of the goods delivered immediately on receipt. In case of defects not found on delivery of the goods, cf. clause 3, the Buyer must file a complaint within 7 days from the date when the defect was or ought to have been found.
- 9.2 Provided that the terms of payment are observed, the Products are subject to product warranty covering manufacturing and material defects in the Product, no matter whether the defect has been present at the time of purchase or not.
- Complaints must be filed within the warranty periods mentioned below:
- a) 24 months from the time of delivery for Products of Brunata manufacture
  - b) 12 months from the time of delivery for Products of other manufactures
- Any warranty in excess of the above implies a written agreement.
- 9.3 If the Buyer, without prior agreement with Brunata, has had the delivered goods repaired by a third party, the warranty lapses. Furthermore, the warranty is also deemed to have lapsed if modifications and installations have not been made in accordance with Brunata's instructions.
- 9.4 If defects in the Products delivered are claimed within the warranty period, the Buyer shall send the Products to Brunata's repair facilities. Brunata undertakes to repair the Products found to have defects imputable to Brunata. Brunata may choose to make a replacement delivery and in doing so Brunata automatically gains title to the returned Products. Brunata undertakes to pay the costs for the returning of the Products to be repaired by Brunata and for the forwarding of the repaired Products/substitutes by ordinary mail. Any costs incurred in connection with assembling and dismantling a defective Product are of no concern to Brunata.
- 9.5 If the Buyer does not wish to return the defective article to Brunata's repair facilities as required by Brunata, the Buyer precludes himself from making further claims against Brunata with regard to the alleged defect.
- 9.6 Brunata assumes no liability for the correctness of the technical specifications provided by the Buyer to Brunata for the purpose of the manufacture of the goods. Nor can the Buyer make Brunata liable if the Product cannot be used for the purpose intended by the Buyer.
- 9.7 Brunata is not liable for consequential losses, for instance, business interruption losses and claims for compensation incurred by and made against the Buyer by a third party.
- 9.8 Brunata's liability for any damage as a result of or connected with the fulfilment of the Agreement shall be at all times limited to the value of the delivery in question as stipulated in the Agreement.

#### **Clause 10 Return of goods**

- 10.1 The Buyer has the right to return not specifically produced saleable, unused and undamaged goods in original undamaged

packaging within 3 months and according to written agreement. The Buyer is entitled to a credit note of 75% of the purchase price, exclusive of any verifications and fees.

- 10.2 Return of the goods is at the Buyer's expense and risk.

#### **Clause 11 Product liability**

- 11.1 Brunata shall only be liable for direct damage on goods or for death and personal injury to any person caused by a defect in Brunata's Products, to the extent such liability arises as a result of mandatory statutory provisions on product liability.
- 11.2 Brunata shall in no event be liable for any indirect, punitive or consequential damage, including but not limited to lost profits and damages resulting from loss of the use of the Product arising out of or connected with the use of the Product.
- Defects shall mean design defects, manufacturing defects, and defects in marketing.
- 11.3 Brunata's liability is limited to DKK 2 mio. for damage on goods and to DKK 2.5 mio. for death and personal injury. The Buyer shall indemnify Brunata for any expense that exceeds Brunata's above limitation of liability as a result of a product liability claim pursued against Brunata.

#### **Clause 12 No Parts Warranty**

- 12.1 Brunata's Products are approved by the relevant authorities in a number of countries and fulfill, to the best knowledge of Brunata, known ISO/IEC and/or EN standards applicable to the Products at the time of the purchase.
- 12.2 However, no warranty of any kind, expressed or implied, is made regarding the compliance of the Product with specific local statutory regulations, any technical and legal requirements in the territory of the Buyer's country, merchantability of the Product and fitness for a particular purpose and non-infringement, unless expressly stated in the Agreement.
- 12.3 Any warranties made to the Buyer in the Agreement shall only be valid and applicable for the specific use of the Product as stated in the Agreement and only for the territory of the country of which the Buyer has informed Brunata that the Products will be distributed or applied and is so stated in the Agreement.
- 12.4 The Buyer assumes all risks and liability from use of the Product contrary to the Agreement.
- 12.5 In the case that the Buyer distributes or applies Brunata's Products in any other way than stated in the Agreement or in the territory of any other country than the country of which the Buyer has informed Brunata, and Brunata is met with any claims based on contract, tort, strict liability or otherwise or any punitive measures whatsoever, the Buyer shall indemnify Brunata for any expense that Brunata may incur in this regard.

#### **Clause 13 Force majeure**

- 13.1 Brunata is not liable for non-performance or delay in the performance of the Agreement due to force majeure, i.e. war, riot, civil uprising, government intervention or intervention by public authorities, fire, lockout, export and/or import embargoes or any other similar reasons beyond Brunata's control which may delay or hinder the production and delivery of the goods sold. The above-mentioned force majeure clause also applies to confirmed subcontractor agreements insofar as force majeure occurs among the subcontractors concerned.
- 13.2 If non-defective or timely delivery is hindered temporarily for one or more of the above-mentioned reasons, delivery is postponed by a period of time corresponding to the duration of the obstruction, with the addition of what in the circumstances is deemed a reasonable time for a return to normal conditions. Delivery on the postponed delivery date is considered timely in every respect. If the obstruction of delivery is expected to be more than eight weeks, both Brunata and the Buyer are entitled to cancel the Agreement. Such cancellation will not be regarded as breach of agreement.

#### **Clause 14 Disputes**

- 14.1 This Agreement is governed by the laws of Denmark. The Danish law on sale of goods (Købeloven) shall prevail over the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Any dispute arising out of or relating to the use of Brunata's Products or in connection with this Agreement is under the exclusive jurisdiction and venue of the courts of Denmark.