

Delivery- and payment conditions DK Transportbaand ApS

1st Application

1.1 These Terms and Conditions (January 2001) for DK Transportbaand ApS. (hereinafter referred to as DKT) is applicable to all sales by DKT, unless expressly waived or modified by another written agreement.

1.2 Special Terms and Conditions or specific requirements for the purchase of the purchaser, listed in the example. Buyer's ordering or in the buyer purchasing terms are not binding on the DKT, unless expressly DKT writing has consented to such terms.

2nd Offers / orders

2.1 Unless otherwise agreed, the offer for 30 days from delivery day, subject to prior sale.

2.2 To the extent DKT submit written confirmation, the agreement between DKT and buys only to be bound by DKT at this time whether DKT has previously sent offer that was subsequently accepted by the buyer.

2.3 Any objections against any order confirmation content must be DKT within 8 days after order confirmation, but no later than by delivery.

2.4 Any cancellation or return of an order can only happen with DKT's consent.

3rd Delivery

3.1 Delivery clause is ex-factory, DKT's extradition for the delivery (INCOTERMS 2010), unless otherwise agreed in writing in each case. This applies even where the ex-works clause is waived by either themselves or by independent carrier assumes the physical delivery at the buyer designated place, risk transition occurs when the product is provided with DKT, just as the carriage is at the buyer's risk and expense, unless otherwise expressly agreed, for example. by expressly stating that it bought are sold "delivered" or "free" (franco) at a specified location.

3.3 If delivery clause of the section. 3.1 agreed departed, and DKT according to the complaint and the second delivery clause must manage the physical delivery of the purchased item to the purchaser designated destination of the purchased, the buyer is obliged to free to make or cause to be provided manpower and materials available for reading . Let the buyer is not represented at the arrival to the delivery point, the DKT still entitled to either arrange for the goods unloaded or take the goods back and simultaneously charge the buyer pay for return freight and other expenses. In both cases, leave the goods at the buyer's risk and expense. Unloading goods, forms the DKT's delivery note full proof of delivery, without the buyer can rely on quantitative deficiencies in relation to delivery notes expelled.

3.4 Unless expressly stated otherwise in the order confirmation, it specified delivery time approximate. DKT may require the delivery time delayed by any change in or addition to the purchase order.

3.5 In the DKT announced delivery requires that the buyer has timely fulfilled all necessary or agreed formalities or conditions. Postpone buying the time of delivery, which can only happen under the agreement, DKT entitled to postpone the delivery date to a time where DKT is able to deliver.

3.6 DKT reserves the right to part delivery.

3.7 The waiver orders, or block orders - eg. in connection with annual agreements / framework agreements or the like - takes DKT subject to prior sale.

4th Delay

4.1 If DKT do not deliver in accordance with the buyer agreed delivery date or within a reasonable time thereafter, the Purchaser may by written notice to DKT to raise the delayed purchase.

4.2 In addition to the return. 4.1 agreed emphasize the power buyer can not make any other remedies for delay against the DKT and the buyer is therefore not a claim of any kind, including claim damages for delay, loss of production and akkordtab. Buyer has neither the opportunity to raise earlier or subsequent sales agreements in case of delay in a delivery.

5th Payment

5.1 Unless otherwise agreed, payment terms net 14 days.

5.2 If payment is not made on time, due to interest from the date of invoice at any time sum due, including previously accrued interest, costs, etc. by 1.5% per year. month.

5.3 If the purchaser is not the agreed terms of payment for one or more deliveries, or defaulting buyer otherwise purchase agreement, including stopping its payments, DKT addition to his other remedies a right to

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immediately halt further deliveries, and DKT's entire debt due immediately for payment.

5.4 The buyer is entitled to withhold any portion of the purchase price as security for performance of any counterclaims for other supplies, and such detention would be considered a material breach of signed sales agreements.

6th Retention

6.1 DKT retains ownership of all deliveries until payment is made.

7th Missing

7.1 The Buyer shall examine it bought for defects immediately upon receipt.

7.2 When the buyer finding defects, the buyer immediately to DKT describe and specify the alleged defect. Any complaint of defects that are or should be discovered by the buyer's inspection of the purchased item must be received by DKT at least three days after delivery of the purchased at least by enough time before it was bought to use so that DKT beforehand can manage to take position to claim. If the purchaser does not claim the aforementioned rules, the buyer may not invoke the defect.

7.3 Any deficiency claim of whatever nature, must be claimed within 12 months from date of delivery, the purchaser after the deadline can not rely on defects, unless otherwise agreed in writing.

7.4 The buyer is obliged to strictly observe the DKT's brochure and product material or correspondence contained instructions or verbal information given on the selection, use and handling of the purchased item. DKT assume despite the aforementioned no responsibility for such information, since the choice, application and treatment is dependent on the particular case.

7.5 If there flaws that can be applied to DKT, DKT is your choice entitled and obliged to either replace the goods, shortage or agree to purchase a proportionate reduction in the agreed price. Buyer hereby fully and finally satisfied for any claim arising from the defect.

7.6 DKT deliver within a reasonable time after receipt of a justified complaint statement about his choice, according to section. 7.5. If DKT not within 10 days after issuing his statement to the buyer meets its obligations under the section. 7.5, the buyer may give DKT a final reasonable period for remedying the defect. Is DKT's obligation is not fulfilled within the prescribed deadline, the buyer may cancel the agreement if the defect is substantial, or if the defect is said to be negligible, requiring a proportionate reduction in the agreed price.

7.7 DKT has, beyond what is specified above, no liability for defects, and the buyer can not do other remedies than what is shown above. DKT shall not be liable under any circumstances, eg for direct or consequential loss of profits or other incidental or consequential damages.

The fact that DKT had to start up discussions or negotiations for an amicable settlement of a complaint does not mean that DKT could not subsequently invoke the liability limitations in these terms and conditions.

8th Force majeure and similar events

8.1 DKT is not liable for failure to meet its obligations due to circumstances beyond DKT's direct control (eg., But not limited to, strikes, work stoppages, picketing, lockout, delayed or incomplete or significantly put a premium deliveries by DKT suppliers prevented supply / delivery of raw materials, excipients or any other supplies of satisfactory quality, fire, natural conditions, lack of transportation or transportation accidents, restrictions on import / export and business disruption or stoppage in general), which is likely to delay or prevent production or delivery of the purchased goods or render such performance materially more burdensome for DKT than expected.

8.2 If non-defective or timely delivery temporarily hampered due to force majeure as mentioned in para. 8.1, suspended delivery obligation in the period of obstruction goods, and the postponed delivery shall be deemed for all purposes of timely, so the buyer is not entitled to rescind the contract as long as there is such an event.

8.3 If DKT will invoke this section. 8, DKT is obliged to immediately give the buyer notice stating the cause and the time that the obstacle is assumed to last. DKT must also strive to overcome the obstacle as soon as possible and subsequently fulfill its contractual obligations as soon as possible.

8.4 If a force majeure situation persists or DKT expected to last beyond 30 days, both the DKT as a buyer is entitled to terminate the agreement without considered breach of contract. Buyer can not claim any compensation from DKT in such a situation.

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9th Product Liability

9.1 DKT is not responsible for damages caused by the purchased, unless the damage caused by intent or gross negligence of DKT's side. Notwithstanding the foregoing is DKT but in no case be liable for financial loss, operating loss of profits, consequential or other indirect losses.

9.2 Buyer shall without undue delay in writing to the DKT if the buyer becomes aware that there has occurred or that third parties claim that there has been an injury caused by the purchased or that there is a danger that there will be such an injury.

9.3 To the extent that DKT may incur liability to third parties, the buyer is obliged to keep DKT harmless to the same extent as the DKT's liability is limited under this section. 9th

10th Liability Ceiling

10.1 DKT's total liability shall never exceed the invoice value was bought.

11th Jurisdiction and applicable law

11.1 Any dispute arising from these terms and conditions shall be settled according to Danish law, but excluding the rules of the International Sale of Goods (CISG).

11.2 Any dispute shall be settled by the court in Aarhus as venue in the first instance.