

GENERAL TERMS OF BUSINESS

Application

These terms apply to all Bureau Veritas HSE Denmark A/S' (hereinafter called BV-HSE) products within 6.2 packaging, books, ADR equipment, etc. The terms below apply to the extent that they are not derogated from by written agreement between the orderer and BV-HSE.

Offers and contracts

An agreement between BV-HSE and the orderer is only valid if it has been confirmed by BV-HSE in writing.

BV-HSE is not responsible for misprints in connection with information about prices in the shape of price lists, brochures or websites.

Delivery

The time of delivery is approximate and partial deliveries may take place.

The property passes to the orderer when the total amount has been paid.

The orderer will be charged defrayed expenses in connection with refusal to take delivery of products in an ordered delivery without BV-HSE's acceptance.

The orderer is obliged to check the products of possible errors and omissions within eight days. After this the product is regarded as accepted. With BV-HSE's acceptance the product can be returned in its original packaging. Return costs must be paid by the orderer.

Warranty

BV-HSE's products follow the warranty provisions in the marketing act. If a product is defective, BV-HSE will repair or replace it within reasonable time. All reasonable care and all reasonable timely efforts will be made to solve the problems.

BV-HSE's warranty and liability does not include:

- damage due to faulty use.
- damage cause by other parties or other external circumstances.
- if the product is not used for its right purpose.
- possible insufficient instructions from the orderer to BV-HSE and which BV-HSE thus was not able to carry out correctly.
- custom fabrications for which the orderer has made the specification of requirements, and BV-HSE has delivered exactly as ordered and approved in writing disregarding that errors may appear or arise later which may be due to their design and in accordance with their specification of requirements.

Liability

- According to the ordinary compensation rules in Danish law BV-HSE is liable to the orderer for product faults, however with the limitations stated below.

BV-HSE is not liable for:

- Incidental damage in the shape of operating, time or profit loss.
- Loss of earnings, wages, income or savings.
- Loss which could have been avoided by reasonable measures from the orderer.
- All elements which are excluded from the warranty or due to force majeure.
- Variations in colour, shape, weight, size, thickness, materials and other specifications.

Damages claimed in connection with the product may however maximum run at an amount corresponding to the invoice amount in the agreement concerned.

Subcontractor

BV-HSE is entitled to let other carry out tasks wholly or in part on its behalf. A such use of subcontractors does not change any of the liabilities described in the present document.

Price and terms of payment

Invoices fall due net 14 days from invoice date. If payment is not punctual, interests of 1.5% per month and a reminder fee of DKK 100 per time must be paid. Possible re-invoicing of third parties is no concern of BV-HSE.

All prices of ongoing agreements will be adjusted each year in January according to the salary index of the private sector and will be effective from the next invoice.

Alteration and termination of agreement

If the orderer demands a delivery to be stopped, put off or altered, BV-HSE is entitled to charge out cancellation costs of minimum DKK 2,000, which will be settled according to the following:

- up till 31 days before the agreed time of delivery: 30% of the amount lay down in the agreement
- 30 days or less before the agreed time of delivery: 40% of the amount lay down in the agreement.

An order cannot be altered if it has been completely or partly delivered.

Ongoing agreements are subject to 90 days notice before a new 12 month cycle sets in.

Cancellations must be in writing.

Both parties can terminate all agreements by notice in writing if the other party:

- substantially or continuously fails to perform agreements and does not mend within two weeks after a written claim from the other party
- files for bankruptcy or is not capable of paying his/her debt when it falls due.

Force Majeure

BV-HSE is not liable for delays due to external circumstances beyond the company's reasonable control. BV-HSE has the right to prolong the deadline for delivering the agreed. These circumstances might for instance be strike, problems with suppliers, transport or production, initiatives from authorities, natural disasters and wars. If these circumstances last longer than two months, this agreement can be terminated by both parties without compensation.

Settlement of disputes

Any disputes arising from this agreement and which cannot be settled amicably will be settled according to Danish law and taken to Copenhagen Arbitration, which will make the final and binding decision in the case.