



Terms and conditions

for purchase and delivery from UN Mobilkraner A/S

Below mentioned stipulations apply unless they are explicitly deviated from in writing.

UN Mobilkraner A/S is hereafter named "Seller" and the customer "Buyer".

1 Quotations and accepts

Unless otherwise noted, a quotation from Seller is valid one month from the date of the quotation.

The written acceptance from the Buyer must be without provisos and must be in Seller's office before expiration of the quotation. In case the acceptance is inconsistent with Seller's quotation the acceptance is considered a new quotation. Seller is not bound by the content of the acceptance unless having expressly accepted the new quotation in writing and it is evident that Seller has been aware of the discrepancy.

2 Prices

Quoted prices in quotations and acknowledgements of orders are based upon the sales prices, customs conditions, currency exchange rates, prices of materials, wages and manufacturing costs which are valid on the date of the quotation or order confirmation. Any change in the prices or rates of any of the abovementioned up to delivery entitles the Seller to adjust the quoted/accepted prices accordingly.

3 Delivery

Delivery is "ex works" from Seller's address. Transportation is at the cost and responsibility of the Buyer unless otherwise stated in quotation or order confirmation. In case Seller decides to dispatch to Buyer such dispatchment is performed with Seller acting as under Buyer's authority. The right of disposition connected to the transportation stays with Seller in this case. Seller has the right to dispatch COD. Transportation is normally understood as per road. Delivery time is calculated from the day Seller has received complete information about execution of the order, including all necessary technical details, drawings and fulfilling formalities. **All terms of delivery, laid down in quotations or confirmations of order, are approximate.** Seller reserves the right to alter any condition in delivery-conditions during the validity period of the quotation

4 Payment

Unless otherwise stated, payment is net cash on delivery. In case of overdue payment an interest of 1.2% per current month is due from due date.

5 Reservation of right of property

Title to goods stays with Seller until all due payments have been fulfilled. In case of repairs it is the right of Seller to retain the repaired item until payment has been fulfilled.

6 Remediying

In case of wantings in the delivered item Seller has the right to remedy the wanting. This is performed according to Seller's decision in Seller's workshop. In case of unjustified complaint Seller has the right to be compensated for work and expenses clarifying the complaint has caused Seller.

7 Complaint

Buyer is obliged to examine the delivered item(s) upon reception. Complaints must be forwarded in writing to Seller immediately at the time when a lack or wanting is stated or ought to have been so. **The respite of complaint is restricted to a total of six months – be it in case of delivery or repairs.**

8 Force Majeure

In case of force majeure, which also includes strikes, lockout, fire, flooding, major machinery breakdown, extensive interruption of service, state of war, import and export bans, embargo, any act by the authorities, hindrance caused by ice, breaking down or loss of ship, delays during transportation, non-arrival of or wrongly delivered spare parts from sub-contractor, lack of raw material or energy, or any other act beyond Seller's influence, including acts of God, gives Seller the right to postpone effecting an order. In such case including cancellation of order, the Buyer is not entitled to any compensation from Seller and does not have the right to put forward any demands toward Seller.

9 Renouncing responsibility

In case of any delay, wanting or any other condition which is directly caused by Seller, Seller is responsible for Buyer's documented and direct losses in accordance with the rules set down in the common rules under Danish Law. Seller is not responsible for any delay caused by Seller's sub-contractors. Seller is not obliged to give any compensation for. Buyer's possible loss of profit or any other indirect loss, including Buyer's possible loss as a result of Buyer's obligations towards a third party, Buyer is obliged to indemnify Seller to the extent that Seller has renounced responsibility in the abovementioned. Buyer is obliged to let himself be sued at the same court as the one which deals with the case against Seller. Goods left with Seller for the purpose of repair or any other procedure or any other kind of material, left with Seller is left at Buyer's risk and expense. Seller renounces any responsibility in case of any kind of loss or damage and it is solely the responsibility of Buyer to ensure sufficient insurance.

10 Venue and choice of law

Any dispute between the parties must be settled at the court: Retten i Silkeborg

Torvet

DK-8600 Silkeborg

All disputes are to be settled according to Danish Law, apart from cases when the Danish International rules of choosing law applies.