



GENERAL TERMS OF DELIVERY AND SALES

1. BASIS FOR AGREEMENT

1.1. Any agreement and/or delivery is according to the present General Terms of Delivery and Sales, unless any other written agreement has been made.

2.0 OFFERS

2.1. Offers apply 30 days from date of letterhead, after which the offer becomes invalid.

3.0 ORDERS

3.1. Orders are only binding after written confirmation from Hexa-Cover ApS. The agreement is considered concluded thus accepting the conditions of the order confirmation, unless buyer has handed in a written complaint no later than 7 days from receipt of the order confirmation.

4.0. DELIVERY AND DELAY

4.1. Delivery takes place ex Works, Incoterms 2000. Dispatch takes place on cost and risk of the buyer.

4.2. Delivery time as indicated in item 2.1. unless otherwise stated by offers from Hexa- Cover ApS or in the order confirmation.

4.3. In questions of actionable delay, Hexa- Cover ApS limits its compensation to a maximum of 25% of the purchase price of the delayed delivery.

5.0. PACKAGING

5.1. If the buyer desires special packaging there is an additional charge.

6.0. INTEREST

6.1. All invoices are due for payment net 14 days after date of invoice. Payment after due date, will be charged 2% interest per initiated month, with monthly addition of interest.

7.0. RETENTION OF OWNERSHIP

7.1. Hexa-Cover ApS keeps ownership of the sold commodity until the full purchase sum is disbursed.

8.0. DEFICIENCIES AND COMPLAINTS

8.1. The buyer is obliged to check the commodity as soon as it appears on the buyer's location.

8.2. If the buyer wants to claim a deficiency in the commodity, the buyer must immediately inform Hexa-Cover ApS. The report of the alleged deficiency must contain specified data of this. If the buyer omits to complain as specified, the buyer cannot validate the complaint.

8.3. Under all circumstances complaints must be made to Hexa-Cover ApS in writing within 3 months from delivery. Hence, the buyer cannot claim deficiencies after this period.

9.0. LIMITED LIABILITY

9.1. In liability cases which release deficiencies or complaints of the goods delivered by Hexa-Cover ApS, Hexa-Cover ApS is limited to remedy the damage if possible, and/or Hexa-Cover ApS can choose to make a new delivery or pay the incurred damages limited to the invoiced amount. Hexa-Cover is, thus, not obliged to compensate any further direct or indirect loss, including operating and profit losses, to a greater extent than above listed.

9.2. Hexa-Cover ApS is not responsible for damages or losses due to negligence of the instructions in the User's Manual supplied with the Hexa-Cover units. Hexa-Cover ApS is not obliged to compensate possible damages caused by stirring/mixing or pumping.

10.0. PRODUCT LIABILITY

10.1. Hexa-Cover ApS is only liable for personal injuries if the damage is caused by deficiency or negligence caused by Hexa-Cover ApS. The liability for personal injury by Hexa-Cover ApS can, at no time, exceed the compensation pursuant to Danish law.

10.2. The buyer must indemnify Hexa-Cover ApS to the extent to which Hexa-Cover ApS is imposed with liability of damage and loss to third party, which Hexa-Cover ApS, pursuant to item 10.4. and 10.5., is not liable for with regards to buyer.

10.3 Hexa-Cover ApS is not responsible for damages caused by the delivered products: a. On real or personal property if the damage occurs after the sold products have been delivered to buyer's charge. b. On equipment or installations used for handling of the liquids covered by the products delivered by Hexa-Cover ApS.

10.4. Hexa-Cover ApS is not responsible for losses in operations, profit or other indirect losses.

10.5. Hexa-Cover ApS product liability to the buyer, in cases of damage to property, amounts to a maximum of DKK 500.000 per case of loss. An accidental damage is defined as the sum of all damages caused by the same error or neglect. This upper amount limit does not apply in cases of gross negligence shown by Hexa-Cover ApS.

10.6. If a third party raises issues regarding product liability against either Hexa-Cover ApS or the buyer, both parties are mutually committed to notify each other on this subject, as are both parties mutually committed to take it into court where the case has been raised against one of the parties' alleged product liability concerning those of Hexa-Cover ApS sold products, as, equivalently, the parties mutual relationship can be settled at the same court.

11.0. FORCE MAJEURE

11.1. Hexa-Cover ApS is not liable to an otherwise actionable lacking contractual fulfillment of the agreement in cases of war, labor dispute, fire, seizure, lack of transportation, or similar circumstances that Hexa-Cover ApS, within reason, could not predict when the agreement was made. This also applies for Hexa-Cover ApS sub suppliers.

12.0. INFORMATION

12.1. The buyer must report VAT number when signing an agreement with Hexa-Cover ApS.

12.2. Hexa-Cover ApS classifies all confidential data concerning a purchase that Hexa-Cover ApS may hold in relation to the purchase.

13.0. APPLICABLE LAW AND VENUE

13.1. All disputes between Hexa-Cover ApS and buyer are to be settled at the court in Aalborg, respectively Vestre Landsret, and according to Danish Law.