



## General terms of sale and delivery

Unless explicitly stated otherwise, this contract between H.J. Hansen and the customer is governed by the United Nations' Convention on the International Sale of Goods 1980. As additions and/or modifications to the rules of CISG, the following provisions apply:

1. All prices are EX WORKS (as per INCOTERMS in force at the time of delivery) and are exclusive of freight, insurance, VAT and other duties and taxes. Unless specifically agreed otherwise, payment is due by (irrevocable, confirmed) L/C. Goods will not be loaded before the L/C is presented. Payment should be made in full, and no set-off or counterclaim may be made by the customer. This applies irrespectively of how the set-off or counterclaim has arisen. Interest will accrue with 1,5% pr. month or pro rata of month for amounts not paid on time.
2. All goods supplied by H.J. Hansen shall remain the property of H.J. Hansen until paid in full by the Customer.
3. The agreed quantity of goods shall be subject to a tolerance of +/- 10% in H.J. Hansen's discretion. Quantity and quality is determined by H.J. Hansen or its representative upon loading. Such determination shall be final and binding between the parties.
4. Loss of credit insurance or other credit facility on the part of the customer is regarded as anticipatory breach of contract under CISG Art. 71-73.
5. Notice of non-conformity should be given in writing within 48 hours after delivery and should be accompanied by a report from an independent surveyor obtained at the customers own cost. Notice of delay should be given in writing within one week after the goods should have been delivered. No claim for non-conformity or delay may be made otherwise.
6. Claims against H.J. Hansen for delay or non-conformity cannot exceed 5% of the contract price for the delayed or non-conforming part of the delivery. No claim may be made for loss of profit, loss of income or any other indirect loss whatsoever.
7. H.J. Hansen is exempt from product liability to the extent possible under the applicable law. If a claim for product liability is made by a third party against H.J. Hansen or the customer, each party to notify the other thereof forthwith.
8. In case H.J. Hansen, as a result of this contract, incurs liability towards any third party in respect of any damage or any amount of damage for which H.J. Hansen is not liable under these rules, the customer must indemnify H.J. Hansen any amount paid by H.J. Hansen to such third party.
9. Customer is aware of H.J. Hansen's Corporate Social Responsibility Policy and customer warrants that goods supplied by H. J. Hansen will not be used in productions violating H.J. Hansen's stringent rules on environment, working conditions and child labor.
10. It is the responsibility of the customer to ensure that H.J. Hansen's goods may be imported and thus that all applicable regulations, be they import regulations, customs, environmental rules or any other rules whatsoever are adhered to. Any change of such regulation directly or indirectly affecting this contract is at the customer's risk.
11. This agreement is governed by Danish law. In case the customer has its principal place of business in an EU or EFTA State, the Maritime and Commercial Court in Copenhagen shall be the venue for disputes. Otherwise, disputes will be settled by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration in force at the time when such proceedings are commenced. The seat of the Tribunal shall be in Copenhagen. The Court respectively the Tribunal may hear any dispute arising out of or in connection with this contract, including any dispute regarding the existence, validity or termination of the contract.