

General terms of sale and delivery 5-11

DAN-door a-s, Industrivej 19, Stilling, 8660 Skanderborg, Denmark

1. Application

1.1 Any sale of DAN-doors a-s products (**Products**) shall be made in accordance with the following general terms and conditions (**Conditions**) of sale and delivery, which supersede any provisions contained in the Purchaser's standard terms unless otherwise agreed by the parties in writing.

1.2 These Conditions shall also apply to any assembly and service work relating to DAN-doors a-s products (**After Sales Service**).

2. Quotation and order confirmation

2.1 Quotations made by DAN-doors a-s shall be valid for a period of sixty days from the quotation date unless otherwise stated, and shall not constitute an offer.

2.2 All quotations and/or fee estimates provided by DAN-doors for any Products or any other services shall be exclusive of VAT.

2.3 An order will only be made when DAN-doors receives a signed written order confirmation from the Purchaser (**Order**). The Order shall only be deemed to be accepted when DAN-doors issues a written acceptance of the Order.

2.4 The Order constitutes an offer by the Purchaser to purchase the Products in accordance with these Conditions. The Purchaser is responsible for ensuring that the terms of the Order and any applicable specification are complete and accurate.

2.5 Quotations for the After Sales Service at a fixed price shall be conditional upon the Purchaser complying with the separate assembly and service conditions issued by DAN-doors which accompany the Products. The quotation shall apply only to the work specified in the quotation. Any other work shall be deemed extra work to be settled according to the rates in force from time to time as set out by DAN-doors for work performed on a cost-plus basis and that shall be in addition to the quotation.

2.6 Where the Purchaser accepts the quotation within the time period specified in clause 2.1, this will be stated at the price (**Price**) in the Order.

3. Product information

3.1 The Products ordered by the Purchaser shall meet the description set out in the specification agreed in the Order.

3.2 All drawings and technical documentation handed over to the Purchaser before or after the formation of a contract shall remain the property of DAN-doors at all times. The Purchaser shall not without the express written consent of DAN-doors use, copy, reproduce, hand over or by any other means disclose such documentation to a third party for any purpose other than contract performance.

3.3 DAN-doors assumes no responsibility for the Purchaser's choice of supplementary equipment and service which has not been supplied by DAN-doors, which the Purchaser wishes to use in conjunction with the product, the use and the results thereof.

3.4 DAN-doors reserves the right to change its products or amend the specification of the products without prior notice.

4. Prices

4.1 The Price of the Products shall be the price set out in the Order.

4.2 DAN-doors reserves the right to adjust agreed prices in connection with material exchange rate fluctuations, price increases on materials, any request by the Purchaser to change the Order, any delay caused by the Purchaser, government interventions or other circumstances beyond the control of DAN-doors.

5. Passing of risk/delivery

5.1 The risk in the Product shall pass to the Purchaser upon completion of delivery unless otherwise agreed by the parties in writing. Save to the extent set out in these terms, terms of delivery will be **INCOTERMS 2010**.

5.2 If the contract comprises any After Sales Service, the risk in this work shall pass at the above-mentioned time of handover.

5.3 The risk in Products to be used in assembly work shall pass to the Purchaser at the time of delivery of such products. Upon delivery, the Purchaser shall inspect and store the consignment indoors in a dry and secure place, ensuring that the consignment is protected against damage.

5.4 The Purchaser shall ensure unimpeded delivery at the assembly site set out in the Order at any time after DAN-doors notifies the Purchaser that the Products are ready.

5.5 Delivery of the Products shall be completed as to order confirmation.

6. Terms of delivery; delay

6.1 Any dates quoted for delivery are approximate only, and the time of the delivery is not of the essence. Any agreed delivery time shall be conditional on the parties' full agreement on the subject matter of the Agreement, e.g., approved drawings and confirmed dimensions. If, instead of a delivery date, a delivery period has been specified within which the delivery shall take place, the term shall run from the date when DAN-doors has received every piece of information necessary to ensure contract performance.

6.2 DAN-doors shall not be liable for operational loss, profit loss, loss incurred on stocked goods, loss originating from delays in construction work or other contract work or any other direct or indirect loss.

6.3 DAN-doors shall have no liability for any failure to deliver the Products to the extent that such failure is caused by a force majeure event or the Purchaser's failure to provide DAN-doors with adequate delivery instructions or any other instructions that are relevant to the delivery of the Products.

7. Terms of payment, retention of title

7.1 Title to the Products shall not pass to the Purchaser until DAN-doors has received payment in full and cleared funds to:

(a) the Products; and

(b) any other Products or assembly and/or service work that DAN-doors has supplied to the Purchaser in respect of which payment has become due.

7.2 DAN-doors shall retain the title in the delivered Products until the agreed Price has been paid and

- received by DAN-doors to a bank account specified in the Order in full and cleared funds.
- 7.3 If DAN-doors enjoys retention of title in the delivered Products, the Purchaser shall fully insure the Products at reacquisition value against any damage from the time of the passing of risk until payment of the agreed purchase sum.
- 7.4 Until title to the Products has passed to the Purchaser, the Purchaser shall:
- (a) hold the Products on a fiduciary basis as DAN-doors' bailee;
 - (b) store the Products separately from all other goods held by the Purchaser so that they remain readily identifiable as DAN-doors' property;
 - (c) not remove, deface or obscure any identifying mark or packaging of or relating to the Products; and
 - (d) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery as set out above in clause 7.3.
- 7.5 Up until immediately before delivery of the Products, DAN-doors shall be entitled to request a payment bond for the entire purchase sum.
- 7.6 The above shall also apply to products which are the subject of any After Sales Service.
- 7.7 In case of any delays in payment, the Purchaser shall be charged default interest at a rate of 1.5 per cent per commenced period of a month as from the due date. The same default interest shall be charged if the Purchaser is granted an extension of the time for payment. The Purchaser shall pay the interest together with the overdue amount.
- 7.8 The Purchaser shall not be entitled to withhold payment or set off any counterclaims, which have not been approved by the DAN-doors.
- 7.9 If the Purchaser fails to accept delivery of the Products ready for delivery on the date agreed, he shall nevertheless make any payments conditional on delivery as if delivery had taken place.
- 8. Packaging**
- 8.1 The Purchaser shall not be refunded for any return of non-returnable packaging.
- 8.2 Unless otherwise agreed, DAN-doors shall not be responsible for any costs or charges incurred by the Purchaser in connection with the disposal of packaging including, any costs incurred as a result of importing the Product where the Product originated outside of the UK.
- 9. Payment/intellectual property**
- The Purchaser shall not acquire the title in and/or copyright or any other intellectual property rights to, e.g. software used in the product or any drawings, designs, technical solutions, etc. notwithstanding that DAN-doors has developed the Product for the Purchaser. The Purchaser's right under such rights is limited to a licence to the extent required for the use of the products in the normal course of business.
- 10. Quality**
- 10.1 The Supplier warrants that on delivery and for a period of 12 months from the date of the invoice (Warranty Period) the Products shall:
- (a) conform with the appropriate Order;
 - (b) be free from any material defects in design, material and workmanship; and
 - (c) be fit for any purpose held out by DAN-doors.
- 10.2 Subject to clause 10.3, if:
- (a) the Purchaser gives notice in writing to DAN-doors during the warranty period within a reasonable time of discovery that some or all of the Products do not comply with the warranty set out in clause 10.1;
 - (b) DAN-doors is given a reasonable opportunity of examining such Products; and
 - (c) the Purchaser (if asked to do so by DAN-doors) returns such Products to DAN-doors' place of business at the Purchaser's cost,
- DAN-doors shall, at its option, repair or replace the defective Products, or refund the price of the defective Products in full.
- 10.3 DAN-doors shall not be liable for Products failure to comply with the warranty set out in clause 10.1 in any of the following events:
- (a) the Purchaser makes any further use of such Products after giving notice in accordance with clause 10.2;
 - (b) the defect arises because the Purchaser failed to follow DAN-doors' oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Products;
 - (c) the defect arises as a result of DAN-doors following any drawing, design or specification supplied by the Purchaser;
 - (d) the Purchaser alters or repairs such Products without the written consent of DAN-doors;
 - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;
 - (f) the Products differ from the Order as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 10.4 Except as provided in this clause 10, DAN-doors shall have no liability to the Purchaser in respect of the Products failure to comply with the warranty set out in clause 10.1.
- 10.5 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Conditions.
- 10.6 These Conditions shall apply to any repaired or replacement products supplied by DAN-doors, and to any products supplied as part of the After Sales Service.
- 11. Complaints**
- Complaints concerning damage to the Products not within the control of DAN-doors originating from transit shall be made immediately to the carrier according to Incoterms 2010.
- 12. Liability for personal injury or damage (Product liability)**
- 12.1 Nothing in these Conditions shall limit or exclude DAN-doors' liability for:
- (a) death;
 - (b) fraud or fraudulent misrepresentation;

- (c) breach of the terms supplied by section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) personal injury subject to the General Product Safety Regulations 2005 and any other legislation governing product liability.
- 12.2 DAN-doors shall be liable only for damage to real and personal property if it can be substantiated that the damage occurred due to error or negligence on the part of DAN-doors or others for whom DAN-doors is responsible.
- 12.3 DAN-doors shall not be liable to the Purchaser, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any operational loss, loss of earnings or any other indirect or consequential loss arising under or in connection with the Contract.
- 12.4 DAN-doors' total liability to the Customer in respect of all other losses arising under or in connection with the Contract as set out in clause 12.2 shall not exceed the total amount of the order confirmation.
- 13. Force majeure**
- Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a force majeure event. DAN-doors' obligations shall be suspended and may lapse if DAN-doors' non-performance is due to circumstances beyond the control of DAN-doors.
- 14. After Sales Service**
- 14.1 If an agreement comprises After Sales Service, the Purchaser shall ensure that such work can commence on the agreed date and place and that the work to be performed by the Purchaser and other contractors is planned in such a way that any work to be performed by DAN-doors can be completed without interruptions. Such work may, however, be performed at various stages and on different days at the discretion of DAN-doors.
- 14.2 Any extra costs incurred by DAN-doors due to delays of the above work shall be paid by the Purchaser and shall be invoiced separately as an additional cost.
- 14.3 Assembly work performed by the Purchaser will be performed in one step, however at DAN-doors' discretion, it can be performed in several steps. Before any assembly work is performed, the following conditions will be met by the Purchaser:
- A. the wall opening shall be prepared in accordance with the specifications provided in the Order;
- B. the wall opening shall be cleaned of any concrete remains, etc. and form a completely level contact face;
- C. the finished floor shall be cleared and clean in accordance with DAN-door a-s instructions for the assembly site;
- D. any other moulding, smoothing, acid-washing work and painting jobs shall be completed;
- E. the building shall have a complete and impermeable roof;
- F. the building shall have fixing points as shown in the standard drawings provided by DAN-doors
- and the structure shall be dimensioned to support the door; and
- G. a competent and suitably qualified electrician shall have provided electric power supply in accordance with DAN-doors instructions for power-operated doors.
- The following equipment shall be at the fitter's disposal:
- a. Cabling to ensure adequate lighting of the assembly site; and
- b. 380V 3-phase, 10A fuse and 220V, 1-phase, 16A fuse receptacle routed to the assembly site.
- 14.4 The Purchaser shall provide the following equipment and services free of charge and at the times specified by DAN-doors: assistance personnel, equipment and facilities for bringing in goods, internal transport at the assembly site, mounting of parts on foundations, cleaning, guards, cranes, scaffolding, fencing, lighting, power, water, pressurised air, heating and oil, etc. The Purchaser shall further provide mobile site huts, etc. for DAN-doors personnel in so far as this is required by the applicable law at no charge to the Seller. The Purchaser shall ensure that it has effected and has paid for an appropriate level of insurance in respect of any personnel employed.
- 14.5 The Purchaser shall inform DAN-doors of the current health and safety requirements at the assembly site, and DAN-doors shall instruct its dispatched personnel to comply with such safety requirements. The Purchaser must ensure that it has complied with all local regulations concerning health and safety. Handover shall take place immediately following work completion and any remedial period for defects in the products applied shall run from the handover of such products.
- 14.6 The Purchaser's liability for defects in the assembly and service work shall be regulated in accordance with section 12.
- 15. Venue and applicable law**
- 15.1 In connection with disputes arising out of or in relation to the Agreement made, English law shall apply.
- 15.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of England in respect of any dispute or claim (including non-contractual disputes or claims) arising under or in connection with this agreement.
- 15.3 DAN-doors shall, however, be entitled to request that any dispute be settled by arbitration according to English law. The arbitration proceedings shall take place at the London Court of International Arbitration. The said arbitration proceedings shall not prevent the parties from seeking restrictive injunctions or other provisional remedies at the appropriate venue.
- 16. Severance**
- If any court or competent authority finds that any provision of this Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Contract shall not be affected.

17. Third Party

A person who is not a party to the Contract shall not have any rights under or in connection with it.