

BOE-THERM A/S General Terms of Sale and Delivery

1. APPLICATION

1.1 The general terms of sale and delivery below shall apply in the absence of any other agreement in writing between the parties.

2. ADVICE AND QUOTATIONS

- 2.1 BOE-THERM only gives advice to purchasers within its own sphere of experience and according to its best knowledge at the time of advising. Reservations are made that experience gained at a later date may result in the choice of a different solution to a problem.
- 2.2 Advice is only given on the basis of information produced to BOE-THERM by the purchaser.
- 2.3 Quotations remain open for 90 days from the date of offering, subject to the goods being unsold.
- 2.4 BOE-THERM reserves the right to alter or cancel any quotations for which an order has been placed after the expiry date.
- 2.5 No one, including BOE-THERM distributors, shall be authorised to make, and BOE-THERM disclaims responsibility for, any additions or alterations to BOE-THERM quotations.

3. ORDER

- 3.1 No final agreement exists between the parties until BOE-THERM has given its acceptance by way of a confirmation of order.
- 3.2 In the event that BOE-THERM's confirmation of order does not agree with the purchaser's order, the latter must raise a complaint without delay. Failing that, the purchaser will be bound by the contents of the confirmation of order.
- 3.3 No one, including BOE-THERM distributors, shall be authorised to make, and BOE-THERM disclaims responsibility for, any additions or alterations to BOE-THERM's confirmations of orders.

4. PRICES

- 4.1 The prices of BOE-THERM quotations, confirmations of orders and contracts are current prices excluding VAT, taxes and installation. BOE-THERM reserves the right to adjust the prices in the event of major changes in production costs, wages, raw material or sub-suppliers' prices, rates of exchange, bank rates and any other factors beyond BOE-THERM's control, cf. par. 11.

5. TIME OF DELIVERY

- 5.1 The time of delivery will appear from the written confirmation of order, provided that all technical details and formalities concerning the execution of the order are available. If not, the time of delivery shall be reckoned from the date when all matters are settled.
- 5.2 If the purchaser fails to take delivery of a complete consignment or parts thereof on the date agreed upon and provided that there is no agreement to the contrary, the purchaser shall be obliged to effect payment as if delivery has been made. Furthermore, BOE-THERM shall be entitled to cancel the contract and claim damages from the purchaser for any loss inflicted on BOE-THERM by the purchaser's negligence.
- 5.3 In the event that a delay in delivery is caused by one of the factors mentioned in paragraph 11 or by the purchaser's act or omission, the time of delivery shall be prolonged correspondingly.

6. TERMS OF DELIVERY

- 6.1 BOE-THERM's terms of delivery are ex works. Moreover according Incoterms 2010 EXW.

7. TERMS OF PAYMENT

- 7.1 Payment shall be effected pursuant to the agreed terms. Standard payment terms are 30 days from the date of invoice.
- 7.2 A handling fee of € 25 will be charged for orders under € 75 net.
- 7.3 BOE-THERM reserves the right to make delivery subject to guaranteed payment.
- 7.4 BOE-THERM shall retain ownership of the article until payment in full has been effected. If the purchaser fails to effect payment, BOE-THERM shall be entitled to take back the article.
- 7.5 It follows from paragraph 6 that all costs related to transport of products and serviced products, such as freight, insurance, etc. shall be payable by the purchaser. Any disbursements made by BOE-THERM will be debited in the invoice.
- 7.6 If the purchaser fails to effect payment in due time, BOE-THERM shall be entitled to charge a 2% interest per month or part of month after due date.
- 7.7 If the purchaser fails to effect payment in full and in due time, BOE-THERM shall be entitled to cancel the contract, by notifying the purchaser in writing, or retain the order in whole or in full. In this connection, BOE-THERM shall be entitled to change the terms of payment for future orders without prior notice.

BOE-THERM

8. WARRANTY AND DEFECTS

- 8.1 All products manufactured by BOE-THERM are guaranteed against product and material defects, which are not the result of ordinary wear and tear, for a period of 12 months from the date of delivery. This warranty shall only be valid if the product is installed correctly in accordance with BOE-THERM' installation instructions and accepted codes of good practice.
- 8.2 Any parts not manufactured by, but supplied by BOE-THERM as part of a delivery, such as pumps and heat probes, shall be subject to the warranty terms of the manufacturer.
- 8.3 If, during the warranty period, a material or production defect is shown in any part of a BOE-THERM product, BOE-THERM undertakes to repair the product, and replace components where necessary, as soon as possible within normal working hours in our own workshop. The components will be replaced free of charge, but the cost of transport to and from BOE-THERM shall be paid by the end-user.
- 8.4 Immediately on receipt of the consignment, the purchaser must make sure that all parts are intact and in compliance with his order.
- 8.5 The purchaser shall only be entitled to claim damages for short or faulty delivery if the claim is raised without delay on receipt of the order.
- 8.6 No damages can be claimed from BOE-THERM for losses, expenses or costs incident to taking delivery, reordering, repair or removal of or other measures taken in relation to defective BOE-THERM products or products in which BOE-THERM products form part.
- 8.7 BOE-THERM shall not be liable for any trading loss, loss of time or profit or any similar indirect loss.

9. RETURN OF NEW AND UNUSED GOODS

- 9.1 The purchaser shall only be entitled to return products following prior acceptance by BOE-THERM. The products must be in original, undamaged packing. The products shall be returned to BOE-THERM for the purchaser's own account and risk. A return fee of minimum 25 % of the net purchase price will be charged. No products will be accepted for return after a delay of three months of the original time of delivery.
- 9.2 The Purchaser shall only be entitled to return products carriage forward (BOE-THERM pays) following prior acceptance by BOE-THERM.

10. PRODUCT LIABILITY

- 10.1 In the event that BOE-THERM is held liable to compensate a third party for any damage or loss, which is exempted from BOE-THERM' liability to the purchaser under paragraphs 10.2 and 10.3, BOE-THERM shall be indemnified by the purchaser for any expenses hereto.
- 10.2 BOE-THERM shall not be held liable for any damage to real and personal property, which occurs while the products are in the possession of the purchaser. Nor shall BOE-THERM be held liable for damage to products fully manufactured by or including parts manufactured by the purchaser.
- 10.3 Under no circumstances shall BOE-THERM be held liable for any trading loss, loss of profits or any other consequential financial loss. In the event that a third party makes a claim for damages for any such loss against either of the contracting parties, this party shall notify the other without delay.

11. EXEMPTION FROM LIABILITY

- 11.1 BOE-THERM shall be entitled to cancel the order by notifying the purchaser in writing if fulfilment is impossible within a reasonable period of time because of war, strike, lockout, political conditions or other incidents of force majeure beyond BOE-THERM' control. The same applies in case of delayed or faulty delivery from a sub-supplier. In the event of such incidents, BOE-THERM shall not be liable to pay damages to the purchaser.

12. DRAWINGS AND DESCRIPTIONS

- 12.1 Any information of weight, dimensions, capacity, price, technical and other data given in catalogues, leaflets, circular letters, advertisements, pictures and pricelists is approximate and shall only be binding on BOE-THERM when specific reference is made to a particular piece of information.
- 12.2 All drawings and descriptions supplied shall remain the property of BOE-THERM and may not be copied, reproduced, passed on to or in any other way communicated to a third party without permission from BOE-THERM. The ownership of drawings and descriptions necessary for the proper installation, starting, operation and maintenance of the supplied products shall pass to the purchaser. However, BOE-THERM may demand that these data are treated as confidential information.

13. TESTING

- 13.1 All BOE-THERM products are subject to inspection and standard testing prior to dispatch from the factory. A test certificate can be supplied on demand and shall be considered proof that the products are manufactured in accordance with BOE-THERM specifications.

14. SETTLEMENT OF DISPUTES - ARBITRATION

- 14.1 Any disputes arising from the present terms of sale and delivery and their interpretation shall be settled by arbitration in accordance with Danish law, including Danish customs and usages of trade.

January 2015

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