

## **1. IN GENERAL**

- 1.1. The sales and delivery terms and conditions below apply to all sales of products/services (deliveries) from VL Staal a/s (hereinafter "VL"), unless otherwise stated in a separate document that has been expressly accepted by VL. Amendments and changes, e.g. via the customer's possible purchasing terms and conditions, are not accepted.
- 1.2. Unless otherwise expressly stated, all VL offers are only binding for 30 days from the date of receipt.
- 1.3. The Purchaser's order is only binding to VL once VL has accepted the order by issuing an order confirmation.

## **2. PAYMENT**

- 2.1. Payment must be received no later than 30 days after the delivery has taken place. In the case of delayed payment, VL is entitled to charge 2% interest on the amount by the start of the month.
- 2.2. All prices are stated in DKK or EUR and excl. VAT, supplementary fees, service charges, etc.
- 2.3. The Purchaser is not entitled to set-off any counterclaim or withhold any part of the purchase sum unless otherwise agreed in writing.

## **3. DELIVERY AND ASSEMBLY**

- 3.1. Deliveries are conducted ex-works, Esbjerg, in accordance with the signed agreement's applicable Incoterms.
- 3.2. If a delivery is postponed due to the Purchaser's circumstances, VL is entitled, at the Purchaser's expense and risk, to carry out the measures considered necessary to store the product. Regardless of whether the delivery is postponed, VL is entitled to submit an invoice, as if the delivery had taken place in accordance with the agreement.
- 3.3. Insofar as VL shall be responsible for the installation, the Purchaser must cover all of VL's costs relating to this, including wages, accommodation, all transport of fitters, waiting times, days lost to wind and crane. The Purchaser must also, at their own expense, and in good time prior to the installation, have made the necessary preparations, including the casting of the foundation, as well as the installation of water and power connections, etc.

## **4. OWNERSHIP RIGHTS**

- 4.1. All of the delivered items remain the property of VL until the Purchaser has paid the full purchase amount for all of the delivered services/products.

## **5. DRAWINGS, TECHNICAL DOCUMENTS, ETC.**

- 5.1. If VL, before the start of the manufacturing of the product, submits drawings and calculations to the Purchaser, it is the responsibility of the Purchaser to carefully check the submitted drawings and calculations, so that the Purchaser cannot raise claims against VL concerning the manufacture of the product, if the matter in question could have been raised with VL based on a careful and precise check of the submitted drawings and calculations.
- 5.2. VL reserves the right to make structural changes, insofar as these do not change the product's use.
- 5.3. All drawings and documents supplied by VL, including all rights belonging thereto, remain the property of VL, and are only put at the Purchaser's disposal for the process of the purchase and use of the product, and may not be copied, published or distributed to any third party without the prior written consent of VL.

## **6. QUALITY CONDITIONS**

- 6.1. All products are delivered as standard good commodities, unless other requirements, including special quality requirements, have been agreed upon. The Purchaser is responsible for ensuring that all products are suitable for the Purchaser's needs and have the desired properties.
- 6.2. The weights stated in offers and order confirmations must be considered as guidance and weight estimates only.
- 6.3. Light brushing and pickling of welds shall be carried out on the visible parts made of stainless steel.
- 6.4. Parts that have been galvanised may have an uneven surface structure, which will also be visible once any coating has been applied.
- 6.5. If parts are to be coated, the Purchaser can freely choose the colour of the coat in accordance with the RAL colour chart. However, with the exception of metallic or fluorescent colours. If the latter colours are chosen, VL cannot be held liable for the appearance of the coating.
- 6.6. VL cannot be held liable for vacuum in flue gas liners, which normally are not designed to withstand this.
- 6.7. To assess the warranty of the surface coating, the following must be used:

Blistering:	ISO 4628/2 – grade 2
Rust formation:	ISO 4628/3 – grade Ri 2
Crack formation:	ISO 4628/4 – grade 2
Scaling:	ISO 4628/5 – grade 2

## **7. DELIVERY TIMES, DELAYS**

- 7.1. The delivery date is stated in VL's order confirmation and is valid based on the prerequisite that the Purchaser promptly fulfils his/her contractual obligations, such as pre-payment, approval of drawings and calculations, and promptly specifies all of the necessary details with the delivery, on request.
- 7.2. If the Purchaser does not meet his/her obligations, or if conditions of force majeure exist, such as industrial conflict, strike, lockout, war, fire, unusual weather, or any other form of circumstance that is beyond VL's control, VL is entitled to delay the delivery by a reasonable period of time in consideration of VL's other production.
- 7.3. If VL finds itself in circumstances that cause it to delay delivery by more than 30 days, the Purchaser is thereafter entitled to require a penalty of 0.5% of the purchase amount on the delayed part of the delivery for every full week of the delay. The penalty cannot exceed 7.5% of the purchase amount for the delayed part of the delivery.
- 7.4. If the Purchaser is entitled to a maximum penalty in relation to the above, and the product still fails to be delivered, the Purchaser can, in writing to VL, demand delivery and set a final deadline of no less than two weeks.
- 7.5. If VL fails to deliver the product within the deadline, and this is due to circumstances for which the Purchaser is not responsible, the Purchaser can, with written notification to VL, cancel the agreement insofar as it applies to the part that has not been delivered.
- 7.6. The penalty must be set into effect in writing no later than three days after the expiry of the deadline of 30 days, or else it becomes void.
- 7.7. Apart from the penalty and right of rescission, the Purchaser is not entitled to make claims of any kind against VL in relation to delay.

## **8. LIABILITY FOR DEFICIENCIES**

- 8.1. Complaints relating to delivered goods concerning amount, weight, or defect in construction, material or manufacture, may only be made if the Purchaser immediately, upon discovery of the defect, and no later than the agreed period or warranty period of the product guaranteed by law, informs VL in writing of the deficiencies.
- 8.2. The Purchaser must immediately give VL the opportunity to inspect the claimed defect and, on request from VL, provide VL with the product or samples of the product.
- 8.3. VL may remedy any ascertained defect by its own choosing, either by repairing the defect, carrying out a replacement delivery, or in some other manner chosen by VL.
- 8.4. VL's obligation to pay for faultless service is rendered void if damage occurs that is the consequence of natural wear and tear, due to deficient or negligent handling, disproportionate load, other natural effects, or failure to comply with our technical guidelines or installation instructions.
- 8.5. VL's obligation, in the case of defects, solely covers labour costs and materials that are directly associated with the repair of the defect. In addition, the Purchaser has no authority in relation to VL in terms of defects, and the Purchaser is also not entitled to e.g. claim damages for lost earnings or damages for claims made by a third party against the Purchaser relating to defects with regards to the delivery. The Purchaser cannot claim damages against VL if the product, or a part of the product, is covered by a warranty provided by a third party.
- 8.6. VL cannot, in any way, be held liable for operational losses, loss of profits, or indirect losses or consequential damages relating to defects with the sold product, or those products included, or part of, VL's deliveries, including damages inflicted on these products, unless VL is guilty of gross or deliberate negligence. In all cases, the total damages that can be claimed against VL cannot exceed the price of the delivered product. Changes in use, changes to VL's product, or any use other than that stipulated by VL without VL's written consent, void any obligations that VL otherwise has in relation to the delivered product.

## **9. LIABILITY FOR MATERIAL DAMAGE (PRODUCT LIABILITY)**

- 9.1. The Purchaser is obligated to indemnify VL, to the extent that VL may be held liable by a third party for damages or losses for which VL, in accordance with paragraph 2 and paragraph 3, is not liable in relation to the Purchaser.
- 9.2. VL is not liable for damage caused by the product:
  - a. To property or possessions that occurs while the product is in the Purchaser's possession.
  - b. To products that are manufactured by the Purchaser, or to products included in these, or for damage to property or possessions that these products damage as a consequence of VL's product.
- 9.3. Under no circumstances is VL liable for operational losses, loss of earnings, or other indirect losses. The stated limitations to VL's liability do not apply if VL is guilty of gross negligence.
- 9.4. Under no circumstances can VL's liability, as a consequence of product damage, exceed DKK 4,500,000 incl. interest and costs per claim.

## **10 LAW OR JURISDICTION**

- 10.1 Any dispute relating to the signed agreement and the delivered product, or which has a connection herewith, must be settled under Danish law by arbitration in accordance with the Danish Arbitration Act.

## **11 OTHER TERMS AND CONDITIONS**

11.1 If a provision in these sales and delivery terms and conditions is, or becomes invalid, it has no effect upon the remaining terms and conditions. In such cases, the invalid provision shall be replaced by rules that, as far as possible, correspond to the intended purpose.