



Zampell A/S (CVR 67 72 43 13)

General terms of sales and delivery

1. Application

- 1.1 These terms of sales and delivery shall apply to the extent that they have not been departed from by written agreement. The buyer's terms of purchase shall solely apply on the provision that Zampell A/S (in the following referred to as Zampell) has agreed thereon in writing.
- 1.2 The terms of sales and delivery shall be forwarded to the buyer and shall subsequently apply to all orders executed after the date of forwarding.
- 1.3 Zampell shall be entitled to change the terms of sales and delivery with immediate effect.

Project sales (new plant constructions and service work to be carried out pursuant to offers)

2. Contractual basis

- 2.1 "Almindelige betingelser for arbejder og leverancer i bygge- og anlægs- virksomhed" (the Danish "General terms for projects and deliveries within building and construction activities") of 10 December 1992 (AB92) [in Danish only] shall apply in their entirety for the offer, albeit with the exception of such terms as have been specified as exceptions in the tender documents, or set out in the offer as a supplement to AB 92 and pertaining to all such work and deliveries as are comprised by the offer, or having otherwise equally clearly and explicitly specified which AB 92 clauses that will be dispensed with.

3. Professional consultancy

- 3.1 All intellectual property rights, drawings, sketches, technical specifications, etc. shall be the property of Zampell – neither to be copied nor passed on to any third party without Zampell's prior acceptance – and can be required to be returned. Likewise, the products delivered shall neither be manufactured nor passed on to a third party with this end in view.
- 3.2 We cannot be held liable for any technical consultancy, e.g. for the purposes of quality selection, construction or the measurement of quantities, stated on the basis of such knowledge as we may have at the given time, other than what is stated in the agreement, which is why the buyer should verify all information in this respect.

4. Offers

- 4.1 All offers shall be submitted without any obligation. The date of delivery shall be stated subject to prior sale.

- 4.2 Unless otherwise specifically stipulated, all prices shall be without obligation and based on such wages and costs as well prices of material, equipment and services as were in force on the date of the submission of the offer. Deviation from what has thus been taken as our basis for the offer shall lead to the corresponding increase or reduction of the contractor's compensation.
- 4.3 If not otherwise specified in the tender material, the following shall be added to AB clause 24. The contractor shall be entitled to require an extension of deadlines in the event of the lack of qualified manpower. The contractor shall be equally entitled in the event of failing delivery of materials for which he cannot be held liable.
- 4.4 Offers are submitted with such addendums and limitations as have been set out in "Dansk Byggeris Standard Forbehold" (Standard reservations for Danish construction work) [in Danish only] in force at all times.

5. Delivery

- 5.1 Unless otherwise explicitly stipulated, delivery shall be ex works from Zampell's places of business, cf. Incoterms 2010.
- 5.2 Shipping shall be at the buyer's account and risk.
- 5.3 Delivery up to 7 days after the delivery time set out in the order confirmation shall be considered timely delivery.
- 5.4 The buyer shall not be entitled to reject partial delivery.
- 5.5 Times of delivery shall be calculated from the date of the order confirmation and the date on which we receive all necessary notices and information about the performance of the order. We cannot be held liable for delays owing to delayed deliveries, force majeure, the builder's modifications of the order, or the builder's failure to comply with our terms and conditions.

6. Complaints

- 6.1 Unless otherwise agreed, Zampell shall only be held liable for such faults and deficiencies as have been the subject of complaint within 6 months. Our responsibility for any latent defects shall lapse 5 years after the performance of the work or be in pursuance of such warranty provisions as have been set out in the documents of the agreement. Complaints shall always be made in writing.

7. Product liability (liability for the delivery's causation of damage)

- 7.1 Zampell shall be liable for bodily injury to the extent of – and not beyond – what follows from essential rules of law.
- 7.2 Zampell shall neither be held liable in respect of damage to real estate and personal property belonging to the buyer or to a third party nor for damage occurring while the delivery is in the possession of the buyer.
- 7.3 Zampell shall not be held liable in respect of damage to products manufactured by the buyer, or to products of which the buyer's products constitute elements, or in respect of damage to real estate or personal property brought about by the buyer's products as a



result of Zampell's delivery.

7.4 Zampell shall in no event be held liable in respect of consequential damage, agreed

damages, daily penalties, operating loss, loss of time, loss of profits, or other indirect losses.

7.5 To the extent that Zampell may be held accountable for product liability in respect of a third party, the buyer shall be under an obligation to indemnify Zampell to an extent equal to Zampell's limited responsibility, such as set out in the above.

7.6 Concerning ascertained deficiencies in respect of materials delivered by Zampell or in respect of the company's performed work, we shall not assume liability for operating loss, loss of profits or other indirect loss, whereas Zampell shall solely undertake to carry out replacement delivery performed within ordinary working hours or to take back the products against a refund of the paid purchase sum .

7.7 Zampell has taken out commercial and product liability insurance. The terms shall be surrendered if so desired.

7.8 If not otherwise set out, commissioning shall be considered to equal handing-over procedure for the commissioned product(s), in respect of the transfer of risk as in respect of the terms of payment and the period of warranty.

8. Terms of payment

8.1 Terms of payment shall be in pursuance of clause 22 of AB92, unless otherwise stipulated in the offer.

8.2 We reserve the right to the builder's provision of security in respect of transportation, bank guarantee, fidelity insurance or deposit.

Sale of materials

9. Prices

9.1 If not otherwise mentioned, prices shall be ex warehouse in pursuance of Incoterms 2010, inclusive of standard packaging, but exclusive of special packaging. Finally, prices shall be exclusive of value added taxes.

9.2 Offers made shall be valid for a period of 3 months, whereupon they shall lapse.

9.3 Prices are stated subject to change in respect of documented changes of material prices, sub-contractor prices, changed public duties, exchange rates, etc.

9.4 In the event of the occurrence of such price changes, Zampell shall be under an obligation to forthwith notify the buyer thereof, and the buyer shall subsequently have 1 week to decide whether he wishes to accept such subsequent price increases.

9.5 After acceptance, Zampell shall be entitled to adjust prices in the event of documented changes of exchange rates, public duties, customs, etc. which will entail an increase in Zampell's expenses.



9.6 In the event of changed delivery or an increase in Zampell's costs and otherwise owing to the buyer's circumstances, Zampell shall be entitled to regulate the agreed price in agreement therewith.

10. Complaints

10.1 Complaints shall take place at the latest 8 days after the reception of invoice. Complaint of damage incurred in transit shall, however, be made immediately to the carrier. For approved complaints, we shall only undertake to perform replacement delivery or take back the material against a refund of the purchase sum.

10.2 Thus, no expenses, damages, loss, fines, compensation claims, etc. to which our buyer might be exposed or for which he might be made responsible, shall not be compensated. Complaints shall always be made in writing.

11. Return

11.1 The return of goods can only take place subject to prior written agreement and, in general, only within a period of 21 days from the date of purchase and against a return fee. Bespoke products, such as precast elements and the similar shall not be taken back. Goods shall only be taken back in unbroken packaging and intact condition, and with carriage paid to our warehouse. Mortar and sealant of restricted storage life shall not be taken back.

12. Delivery

12.1 For the purpose of ensuring the manufacturing of an ordered quantity of moulded brick, we shall reserve the right to deliver up to 4% more for orders above 100 items, a maximum of 4 additional bricks for orders of 20-100 items, and a maximum of 2 additional items for orders of less than 20 items. Moulds for pre-casting shall remain the property of Zampell and can freely be used by Zampell a/s.

13. Transportation

13.1 Breakage in transit shall be at the buyer's expense. According to request, the product will be insured against the refund of the premium. Besides, the provisions of the Danish Sale of Goods Act shall apply in connection with the delivery of materials.

14. Safety datasheets

14.1 It shall be the buyer's own duty to request safety datasheets pertaining to the products delivered by us.

15. Applicable law and legal venue

15.1 Any disputes between the parties shall be settled pursuant to Danish law and with the City Court of Næstved or the City Court of Herning as legal venue.