

## **Sales and delivery conditions for DST-CHEMICALS GROUP**

### **A. Preliminary Discussions.**

1. Before the first delivery takes place from DST-CHEMICALS GROUP (DST-CHEMICALS) to the buyer, DST-CHEMICALS will carry out some investigations and make a survey of the Buyer's establishment in order to ensure the best possible basis for an estimation of the Buyer's needs for the DST-CHEMICALS products in the establishment.
2. Regardless of whether or not these preliminary investigations result in an order, DST-CHEMICALS will not charge the Buyer for this action.
3. The sole purpose of the instructions given by DST-CHEMICALS is to provide our customers with information of the experience gathered by DST-CHEMICALS at all times, which means that DST-CHEMICALS does not take any actual adviser responsibility.

### **B. Offer, Order and Acceptance**

1. Offers on the basis of measuring and surveyings at the Buyer's establishment are given without any liability on the part of DST-CHEMICALS for possible miscalculations.
2. Orders from the Buyer are binding for DST-CHEMICALS only after the Buyer has received a written order confirmation.

### **C. DST-CHEMICALS A/S Performances.**

1. The DST-CHEMICALS performances comprise only that which is mentioned in the offer or the order confirmation, and , on the conditions mentioned below, DST-CHEMICALS commit themselves to deliver products of usual high quality.
2. All drawings, technical specifications, estimations, statements and other material which is sent together with offers or deliveries remain the property of DST-CHEMICALS and may not be duplicated without the written consent of DST-CHEMICALS. Nor may the delivered material be produced, copied or handed over to a third party for such purposes.

### **D. Delivery**

1. Delivery takes place ex works.
2. Delivery takes place as close to the business place of the Buyer as the driver himself considers safe, without exposing the vehicle, the load or the property of others to any danger. Information of the unloading place must be given beforehand and if this has not been done, the unloading will take place where the driver finds it appropriate, without any risk to DST-CHEMICALS.

### **E. Payment Conditions**

1. Unless something else has been agreed, the normal payment conditions of DST-CHEMICALS are as follows:  
30 days from the date of the invoice.
2. should payment not have been effected on time, interest will be calculated from the day of maturity, according to the current arrears interest rate of DST-CHEMICALS, stated on the invoices, which at present is 2% per month.

### **F. Creditor Delay.**

1. Should goods which, according to agreement or contract, are to be delivered at a certain time not be taken by the Buyer, DST-CHEMICALS may, at their own choice, have the goods sold at the expense of the Buyer, after having advised him accordingly, or have the goods stored at the expense of the Buyer. Thus the Buyer will at all events be bound to pay the agreed amount at the time of maturity. In case if storage, the goods will be stored at the risk of the Buyer.



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## **G. Deficiencies.**

1. DST-CHEMICALS will at all times endeavour to ensure that the goods are in accordance with the standards and specifications of DST-CHEMICALS, within the limits of common, commercial accuracy, so that the delivered goods are of usual good quality.
2. Should there prove to be deficiencies or imperfections in the delivered goods, DST-CHEMICALS will, according to their own choice, undertake either to exchange to goods for new ones of a corresponding quality or to credit the Buyer with the amount of the defective goods against having them returned at the expense of the Buyer.
3. The obligations of DST-CHEMICALS, mentioned above, are on condition that the Buyer complains in writing to DST-CHEMICALS not later than 5 days after the time at which the deficiency ought to have been discovered at the Buyer's. The obligations of DST-CHEMICALS according to this stipulation are limited in conformity with § 54 in the Danish Law for Purchase (den danske Købelov). This means that the buyer can only make demands on account of possible deficiencies of which complaints have been made within one year after the goods have been taken into possession by the Buyer.

## **H. Product Liability**

1. DST-CHEMICALS is responsible for damage to persons only if it can be proved that the damage has occurred on account of faults and neglects on the part of DST-CHEMICALS or others, of whom DST-CHEMICALS is responsible. Indemnification on account of damage to persons can never exceed that which, in Danish Law, at all times is the existing indemnification level.
2. On the same conditions as those for damage to persons, DST-CHEMICALS is responsible for damage to persons, DST-CHEMICALS is responsible for damage to real property and movables. However, the indemnification can never exceed DKK 1,000,000.00 per damage, incl. interest and cost.
3. To the extent that product liability towards a third party might be imposed on DST-CHEMICALS, the Buyer commits himself to indemnify DST-CHEMICALS to the same extent at which that the liability of DST-CHEMICALS is limited according to these Conditions for Delivery. Should a third party, in accordance with this stipulation, put forward a claim for product liability against one of the parties, this party must immediately inform the other party. DST-CHEMICALS and the Buyer are both committed to letting themselves be taken to court in the treatment of claims for compensation raised against one of them on account of a damage, claimed to be caused by the products.
4. DST-CHEMICALS is not responsible for direct damages and losses such as loss in operation, loss of time, lost deliveries and similar losses.

## **I. Limited Liability.**

1. In connection with the deliveries, the Buyer receives written instructions concerning the use of the products – Directions for Use, the Buyer commits himself to follow these instructions carefully. Only when the instructions have been precisely followed can any claims be put forward against DST-CHEMICALS.
2. DST-CHEMICALS is not responsible for direct damages and losses such as loss of profits, loss of time, lost deliveries and similar losses.

## **J. Obligations to Complain and to Investigate.**

1. Upon delivery or receipt, at the latest, the Buyer commits himself to thoroughly investigate the contractual correctness of the products.
2. The Buyer commits himself to immediately complain of defectiveness which is discovered through such an investigation, and the Buyer cannot at a later time refer to any defectiveness which could have been discovered at the time of the investigation. The same will apply if the Buyer does not complain immediately should defects turn up at a later date.



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#### **K. Force Majeure.**

1. DST-CHEMICALS cannot be held responsible for delays or non-fulfilment of agreements caused by unforeseen circumstances such as war, riots, civil unrest, clamp-downs by the government or local authorities, fire, strikes, lock-outs, export and/or import restrictions, lack of labour, fuel, motive power or any other reason beyond the control of DST-CHEMICALS and which could cause delay or prevent the production and delivery of the DST-CHEMICALS supplies.
2. Should faultless and punctual delivery be temporarily prevented through one or more of the above mentioned circumstances, the delivery will be postponed for a period of time corresponding to the duration of the hindrance with addition of an under the circumstances reasonable period of time for normalisation of the situation. Delivery at a time which has been postponed on these grounds are always to be considered as on time. Should the hindrance be foreseen to have a duration of more than 8 weeks, DST-CHEMICALS as well as the Buyer will have the right to cancel the agreement without having it regarded as non-fulfilment.
3. DST-CHEMICALS is not responsible for indirect damages and losses such as loss of profits, loss of time, lost deliveries and similar losses.

#### **L. Disputes and Choice of Law.**

1. All disputes and disagreements which might arise from these Sales and Delivery Conditions, or which concern the comprehension thereof, must be settled according to Danish Law at the venue of DST-CHEMICALS in Denmark, unless something else is explicitly agreed amongst the parties.

Statute No. 733 dated 7<sup>th</sup> December 1988 concerning the International Law for Purchases will not apply in the legal relations between the parties.



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