



General Terms and Conditions of Sale and Delivery

Definitions:

In these General terms and Conditions of sale, "Seller" means Marine Technic a/s; "Buyer" means the person, firm, company or corporation by whom the order is given. "Goods" means the goods described in Seller's Acknowledgement of order form; "Services" means the services described in Seller's Acknowledgement of Order Form; "Contract" means the written agreement (Including these Terms and Conditions) made between Buyer and Seller for the supply of the Goods and/or provision of Services; "Contract Price" means the price payable to Seller by Buyer for the Goods and/or Services.

1. These general conditions apply to all agreements concluded with Buyer.
2. These conditions together with the terms contained in any offer and written confirmation of offer constitute the whole of the Contract between the Seller and the Buyer and no variation of the same shall be accepted, unless at the instigation of the Seller and confirmed in writing by them.
3. All our other general conditions are replaced by the present general conditions.
4. These conditions are to be strictly interpreted.
5. We reserve the right to amend these conditions in whole or in part without prior explanation or notice.
6. These conditions shall be incorporated in the Contract to the exclusion of any terms or conditions stipulated or referred to by the client.
7. Our Quotations are free of charge and no Contract will come into existence except on the basis of a written order and the Seller's written official acceptance.
8. Our quotations are only an indication of our prices relevant to the information supplied by the buyer but do not constitute approval or consent to this information.
9. Under no circumstances shall the Seller have any liability of whatever kind for:
 - 9.1 Any defects resulting from wear and tear, accident, improper use by the buyer or use by the buyer except in accordance with the instructions or advice of the seller or the manufacturer.
 - 9.2 Any Goods which have been adjusted, modified or repaired except [by the seller (or) in accordance with the manufacturer's recommendations];
 - 9.3 The suitability of any Goods for any particular purpose or use under specific conditions whether or not the purpose or conditions were known or communicated to the Seller.
 - 9.4 Any descriptions, illustrations, specifications, figures as to performance, drawings and particulars of weights and dimensions submitted by the Seller contained in the Seller's catalogues, price lists or elsewhere since they are merely intended to represent a general idea of the Goods and not to form part of the Contract or be treated as representations;
 - 9.5 Any technical information, recommendations, statements or advice furnished by the Seller, its servants or agents not given in writing in response to a specific written request from the Buyer before the Contract is made.
 - 9.6 any variations in the quantities or dimensions of any Goods or changes of their specifications or substitution of any materials or components, if the variation or substitution does not materially affect the characteristics of the Goods and the substituted materials or components are of a quality equal or superior to those originally specified.
10. Packaging, insurance and forwarding costs, installation at the Buyer's premises, V.A.T., taxes and charges are not included in our Contract prices. They are at the Buyer's expense.
11. Our Contract prices are only valid if the complete order is placed.
12. Our offers are valid for 30 days.
13. Every order, including those placed with our representative or agent and those placed as a result of an offer made by us, will be binding.
14. A person who places an order and asks to invoice a third person, remains, despite this invoicing of a third person, severally and indivisibly bound to meet all obligations.
15. If our products differ from the written specifications are fit for the purpose for which they are required and designed, they will not be considered contrary to the Buyer's order and cannot be deemed faulty or defective.
16. Payment shall be made in full without set-off, counterclaim or withholding of any kind (save where and to the extent that this cannot by law be excluded) and in the currency of Seller's quotation within twenty days of date of invoice unless otherwise specified by Seller's Account department. Goods will be invoiced at any time after their readiness for despatch has been notified to Buyer.
 - 16.1 Without prejudice to any other rights of the Seller if the Buyer fails to pay the invoice price by the due date the Buyer shall not be allowed any discount given in that invoice or in any other way agreed and shall pay interest on any overdue amount from the date of which payment was due to the date of actual payment (whether before or after judgment) on a daily basis at a rate of [2]% per month and pay expenses (including legal costs) incurred in the collection of any overdue amount.
17. Any payment by cheque will only be treated as being payment in full when the cheque has cleared.
18. In case of non-payment or bankruptcy, request for composition, delay, dissolution, liquidation, publication of protested bills, summons to appear in court because of overdue accounts, the opening of a file by an institute which traces companies in difficulties, or the Buyer's obvious inability to pay, or the sale, transfer or pawning, or Buyer's introduction in a company of his funds or equipment, as well as when a Buyer does not accept a bill in time, all outstanding sums, including those the Buyer owes our related companies, become claimable at call, while no summons to pay is needed, and despite previously accorded terms of settlement and/or the drawing of bills or promissory notes and/or fixed spread deliveries. In these cases, we are also entitled to suspend or annul all commitments by registered letter for which the Buyer cannot claim compensation, while our right for compensation remains in full force.
 - 19.1 In case of non-payment, we have a lien on all items handed over to us by the Buyer until payment in full of the principals, interests and costs.
 - 19.2 Notwithstanding the earlier passing of risk the title in the goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them, including interest and costs, has been paid in full.
 - 19.3 Until title passes, the Buyer shall hold the Goods as bail for the Seller, and shall store or mark them so that they can at all times be identified as the property of the Seller. Any such storage or marking shall be sufficient to identify the goods as belonging to the Seller as opposed to any other creditor, receiver, liquidator or otherwise.

19.4 The Seller may at any time before title passes and without liability to the Buyer:

- a) Repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them and for that purpose or determining what if any Goods are held by the Buyer and inspecting them enter any premises of or occupied by the Buyer.
- b) Until the title passes the entire proceeds of sale of the Goods shall be held in trust for the Seller and shall be held in a separate designated account and not mingled with other money or paid into any overdrawn bank account and shall be at all times identifiable as the Seller's money.
- c) The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

20. If the delivered goods, by combining them with other objects, become part of a larger unit, we are deemed to own a part of it. This part will be equal to the value of the delivered goods.

21. The delivery periods on our offers are only approximate.

22. The delivery period only commences when we have received the information necessary to execute the order.

23. No compensation can be claimed in case of delay in delivery or impossibility to execute the order.

24. The Buyer cannot claim compensation, even if we bound ourselves to pay compensation when exceeding the delivery period, if:

- 24.1** The delay or the impossibility to execute the contract is caused by an order of the government, force majeure, mobilisation, war, an epidemic, a lockout, a strike, a demonstration, defects, fire, flooding, an explosion, lack of base materials or manpower, altered economic circumstances, vandalism, extraordinary weather conditions and all circumstances which disturb normal procedures against our will – in which cases we have the right to declare the contract void by means of a registered letter without any cost or compensation for either party;
- 24.2** The Buyer does not declare us in default by registered letter when we exceed the delivery period.
- 24.3** The Buyer cannot prove that he could already have used our products.
- 24.4** The terms of settlement are not met by the Buyer or if the guarantees are not/no longer sufficiently

25. If we agree to pay compensation because of delay or if we are ordered to do so, our liability will always be limited to 0.5% of the amount of the order for each week the delay lasts starting the third week from the date of delivery, with a maximum of 5% of the amount of the order.

26. The Goods are delivered to the Buyer when the company makes them available to the Buyer or any agent or any carrier (who shall be the Buyer's agent whoever pays its charges) at the Seller's premises or other delivery point agreed by the Seller.

- 26.1** Risk for the Goods passes when they are delivered in accordance with 26.
- 26.2** Any dates quoted by the Seller for the delivery of the Goods are approximate only and shall not form part of the Contract and the Buyer acknowledges that in the performance expected of the Seller no regard has been paid to any quoted delivery dates.
- 26.3** Due date is the day the Seller can deliver the Goods in accordance with 26 unless otherwise agreed or accepted by the Seller.
- 26.4** If the Buyer fails:
 - (a) to take delivery of the Goods or any part of them on the due date; and
 - (b) to provide any instructions or documents required to enable the Goods to be delivered on the due date.The Seller may on giving written notice to the Buyer store or arrange for the storage of the Goods, and on the service of the notice:
 - (c) risk in the Goods shall pass to the Buyer
 - (d) delivery of the Goods shall be deemed to have taken place; and
 - (e) the Buyer shall pay to the Seller all costs and expenses including storage, any redelivery and insurance charges arising from its failure.
- 26.5** The company shall not be liable for any penalty, loss, injury, damage or expense arising from any delay or failure in delivery or performance from any cause at all nor shall any such delay or failure entitle the Buyer to refuse to accept any delivery or performance of or repudiate the Contract.

27. Our guarantee duty against defects is limited to and subject to the following conditions:

- 27.1** our second hand products are sold in the state they are in; we are not in any way liable for any visible or hidden defects on our second hand products, nor for the damage they may cause; there is no other guarantee than the one mentioned on the offer or the invoice, even if the products were inspected or reconditioned;
- 27.2** we guarantee that all components we sell, are in good condition and working order when they leave our warehouses; we cannot in any way assume liability if the component is mounted in/on a faulty unit; as soon as the packaging is opened, the component is irrevocably considered sold;
- 27.3.1** Any claim that any Goods have been delivered damaged, are not of the correct quantity or do not comply with their description shall be notified by the Buyer to the Seller within [14] days of their delivery.
- 27.3.2** Any alleged defect shall be notified by the Buyer to the company in [14] days of the delivery of the Goods or in the case of any defect which is not reasonably apparent on inspection within [14] days of the defect coming to the Buyer's attention and in any event in the following periods:
 - (a) for Goods manufactured by the Seller [6] months from the date of delivery;
 - (b) for Goods manufactured or reconditioned by the company no period is applicable unless otherwise specified in the Contract; and
 - (c) for Goods not of the Seller's manufacture the warranty period given by the manufacturer.
- 27.3.3** Any claim under this condition must be in writing and must contain full details of the claim including the part numbers of any allegedly defective Goods.
- 27.3.4** The Seller shall be afforded reasonable opportunity and facilities to investigate any claims made under this condition and the Buyer shall, if so requested in writing by the Seller, promptly return any Goods the subject of any claim and any packing materials securely packed and carriage paid to the seller for examination.
- 27.4** We can only be held liable in case of defects which affect the utility of the delivered products; the Buyer renounces all other claims;
- 27.5** We do not assume liability for wrong or dubious dimensions and/or other variables communicated or stated by the Buyer.
- 27.6** For new products, we are only liable for the defects which appear during the first six months following the day they come into use; they are deemed to come into use not later than thirty days after they are delivered in accordance with 28.
- 27.7.1** Under no circumstances shall the Seller have any liability of whatever kind for:
- 27.7.2** Any defect resulting from wear and tear, accident, improper use by the Buyer or use by the Buyer except in accordance with the instruction or advice of the Seller or the manufacturer of any Goods.

- 27.7.3** Any Goods which have been adjusted, modified or repaired except [by the Seller (or) in accordance with the manufacturers recommendations];
- 27.7.4** The suitability of any Goods for any particular purpose or use under specific conditions whether or not the purpose or conditions were known or communicated to the Seller
- 27.7.5** Any substitution by the Seller of any materials or components not forming part of any specification of the Goods agreed in writing by the Seller
- 27.7.6** Any technical information, recommendations, statements or advice furnished by the Seller, its servants or agents not given in writing in response to a specific written request from the Buyer before the Contract is made; or
- 27.7.7** Any variations in the quantities or dimensions of any Goods or changes of their specifications or substitutions of any materials or components, if the variation or substitution does not materially affect the characteristics of the Goods and the substituted materials or components are of a quality equal or superior to those originally specified.
- 27.8** If liability is accepted in relation to any defective components then confirmation will be given in writing and the component will be delivered to the Seller at the Buyer's expense and replaced within a reasonable period of time.
- 27.9** The Seller reserves the right to compensate the Buyer in respect of any accepted liability for defective goods by reimbursing the Buyer with all sums paid in respect of such order as opposed to replacement of the goods ordered.
- 27.10** The Sellers total compensation to Buyer in respect of any accepted liability for defective goods cannot exceed the amount accepted by the Sellers insurance company.
- 28.** Orders for any Goods which have been made or ordered especially for the Buyer will be charged in full unless written in notice by way of Recorded Delivery letter of cancellation is received not later than one week after the order has been accepted by an order acknowledgment and manufacture of them or of any components for them has not commenced at the date of that notice. Orders to stock items may be cancelled by written notice at any time before the goods are allocated to the contract and if a cancellation is then received after the Goods have been allocated to the contract, then the packing and handling charge will be payable by the client.
- 29.** Our written agreement to take back our goods is only valid for 15 days. The client must pay 25% for the costs this involves.
- 30.** Danish law applies to all our contracts
- 31.** The venue for any lawsuits against the Seller made by the Buyer is The District Court of Naestved, Gardehusarvej 5, 4700 Naestved, Denmark.