

# GENERAL TERMS & CONDITIONS FOR TURN AID

## 1. Introduction

The following general sales and delivery conditions shall apply to the extent they cannot be waived by express written agreement between the parties.

These sales and delivery conditions are considered accepted upon acceptance of the offer.

## 2. Prices

All prices are excl. VAT and subject to the increases in prices of materials, labor and possible legislative changes unless otherwise stated.

When specifying fixed prices, these are only valid within the deadlines set out in terms of acceptance and delivery.

## 3. Offer

Only written offers are binding. All offers are subject to prior sale and are valid two weeks from the date thereof.

If the buyer wants a particular specification, which does not appear in TurnAid Ltd. standard specifications, these must be stated explicitly in writing.

Production equipment, drawings and similar that are part of the basis for an offer is always regarded as TurnAid Ltd. property.

## 4. Ownership

Ownership of the delivered product and copies thereof, is for the copyright holder. The buyer has no other rights, than it is transferred by the purchase agreement.

The ownership of delivered products is TurnAid Ltd.'s until they are fully paid by the buyer.

Ownership, copyright and other rights to the product belongs to the copyright holder, who is also entitled to act if the buyer had to break the purchase agreement.

## 5. Order

A purchase is definitive when TurnAid Ltd. has confirmed the order written. Then the order cannot be cancelled, changed or postponed by the buyer without written consent from TurnAid Ltd., and only upon payment of the costs incurred, and with cash payment for the goods stored at the buyer's risk and expense.

## 6. Delivery

Delivery is by TurnAid Ltd. All consignments are at the buyer's expense and risk.

## 7. Delivery

The delivery date is specified in the order confirmation and are based on the buyer's specifications of the product when ordering.

Delay in delivery does not entitle the purchaser to cancel the purchase until after writing to TurnAid Ltd. to correct the matter and TurnAid Ltd. not hereafter delivers within reasonable time.

## 8. Force majeure

TurnAid Ltd. is not liable for failure to perform its obligations due to force majeure, war, riots, civil unrest, government intervention, strikes, lockouts, export and / or import bans, missing, incomplete or delayed deliveries from suppliers, shortage of labour, fuel, power, accidents in the manufacture or testing, mobilization or unforeseen military call, currency restrictions, lack of transportation or any other reason which is beyond the TurnAid Ltd. control, and which is likely to delay or prevent the manufacture and delivery of the goods.

If timely delivery temporarily prevented by one or more of the above circumstances, delivery time is postponed for a period equal to the duration of the obstruction, and delivery on the postponed delivery date is considered in all respects for timely. If the delivery difficulty is expected to last at last for longer than three months, TurnAid Ltd., however, must be entitled to cancel the tenders submitted.

## 9 missing

TurnAid Ltd. held on the following terms that the goods supplied are of the usual high quality in terms of material, tolerances and processing.

If, within a year there should be detectable defects in the goods supplied, TurnAid Ltd. takes at its discretion, either free of charge for the buyer to replace the missing's or defective goods on delivery of similar goods to the buyer, or to credit the buyer for the defective goods to the return of these. The before mentioned duties is conditional upon immediately and not later than five days after demonstrated lack, then it must be advertised wrote to TurnAid Ltd.

TurnAid Ltd. is not liable for errors or defects attributable to improper treatment, transport, storage, assembly or otherwise neglect of other than TurnAid Ltd., or for unusual or usual wear and tear.

## 10. Payment

Payment terms are specified in the order confirmation. They are usually 30 days net. If no payment terms are stated the following applies:

Net cash within 8 days after the invoice date. If payment is not timely, then there will be put a rate with 2 % on per started month. TurnAid Ltd. takes a fee of 100 DKK, per submitted reminder. If the buyer's ability to pay after the conclusion after TurnAid Ltd. estimates weakens significantly or if TurnAid Ltd. cannot obtain credit insurance at the time of delivery, then TurnAid Ltd. can request cash or collateral.

## 11. Product liability

If one of TurnAid Ltd.'s supplied or installed products is causing personal injury caused by defective product, then TurnAid Ltd. is only liable to the extent that liability under general law can be imposed TurnAid Ltd.

TurnAid Ltd. is not liable for damage to the buyer or a third party thing caused by defects in the delivered product. TurnAid Ltd.'s responsibilities include in no case business interruption, loss of business profits or other indirect loss suffered by the buyer or third parties. TurnAid Ltd. assumes no further responsibility for products incorporating materials supplied by the purchaser and the products manufactured by the purchaser, which includes materials supplied by TurnAid Ltd., unless the damage is attributable to TurnAid Ltd.'s product.

If TurnAid Ltd. incurs liability to third parties as a result of the products delivered to the buyer, the buyer is obliged to keep TurnAid Ltd. harmless to the extent as TurnAid Ltd. above has limited its liability.

TurnAid Ltd. are otherwise in accordance with applicable Danish law on product liability.