

Sales and Delivery Conditions from Tjæreborg Industri A/S - 19/1.

1. Sales and Delivery Conditions for Supplies and Services.

1.1. These Sales and Delivery Conditions shall apply for all Supplies and Services from Tjæreborg Industri A/S. Modifications and deviations from these shall be approved in writing by Tjæreborg Industri A/S.
1.2 Tjæreborg Industri A/S hereinafter is referred to as TI.

2. Definitions.

2.1. In these Sales and Delivery Conditions the following terms shall have the meaning herein assigned to them:
2.1.1. Supply means the physical delivery of materials and products.
2.1.2. Service means a non-physical delivery such as consultancy, design, erection, commissioning, adjustments, maintenance and repairs etc.
2.1.3. Construction work means Supply/Service of buildings and their foundations, foundations for outdoor technical installations, excavation works and wiring for electricity, district heating, gas, oil, sewage and water, which are buried/laid in the ground/subsoil. All other Supplies/Services, including technical installations inside buildings and outdoors, are not to be understood as construction works.

3. Quotation.

3.1. If TI has submitted a quotation for a Supply/Service, this quotation shall be valid 21 days from the date of the quotation. Hereafter the quotation shall be regarded as void unless the quotation has been accepted within the period of validity. Until the acceptance of the Purchaser has reached TI, TI is allowed to recall or change the quotation without further explanation.
3.2. The stated in the quotation times of delivery are subject to changes in the times of delivery from suppliers and subcontractors.
3.3. If the time of delivery mentioned in the quotation cannot be kept, due to circumstances occurring, before the accept of the quotation, negotiations will be held in order to change the time of delivery. Should this negotiation be unsuccessful TI reserves the right to withdraw from the quotation completely or partially.

4. Basis for the agreement.

4.1. For agreements only including consultancy and/or design of economic and technical issue, ABR Abridged is the basis for the agreement. For all other Supplies/Services AB Abridged is the basis for the agreement.
4.2. Deviations from ABR Abridged or AB Abridged stated in these Sales and Delivery Conditions, the quotation or in the agreement, take precedence over ABR Abridged or AB Abridged, even though it is not clearly and explicitly stated on which points there are deviations from respectively ABR Abridged and AB Abridged.
4.3. If the agreement contains Supplies/Services concerning combined heat and power plants the standard conditions in the latest edition of "Brancheforeningen for Decentral Kraftvarmes standardforbehold" are valid. Deviations from these conditions, mentioned in these Sales and Delivery Conditions, the quotation or in the agreement, take precedence over these standard conditions.

5. Scope of the Supply/Service.

5.1. Supplies/Services are only included in the scope of the agreement if they are explicitly specified in the agreement.

6. Specification of amounts.

6.1. All specification of amounts are excluding value added tax, customs and other dues.

7. Regulation of the order amount.

7.1. TI is entitled to compensation for extraordinary price rises occurring after the submission of the quotation and before the taking-over of the Supply/Service. These price rises shall be of general occurrence, documented officially or, in lack hereof, otherwise documented. The compensation includes the price increase that exceeds 10 % on the individual Supply/Service, but at the same time also exceeds 0,5 % of the total order amount at the date of the quotation.
7.2. TI is entitled to compensation for rises in public dues including customs dues etc. occurring after the submission of the quotation and before the taking-over of the Supply/Service.
7.3. TI is entitled to compensation for documented costs occurring due to conditions mentioned in section 14.

8. Performance Bond of the Purchaser.

8.1. If the order amount exceeds DKK 100.000 non-public Purchasers shall supply security in the form of a bank guaranteed performance bond, fidelity guarantee insurance or other adequate security for 30 % of the total order amount as security for the implementation of the agreement. The security shall be pledged as a demand guarantee.
8.2. When TI has received 70% of the payment, the Performance Bond shall be reduced continuously as the remaining payment takes place.
8.3. If the Purchaser fails to fulfil his obligations concerning this security, TI is entitled to cancel the agreement and demand compensation.

9. Terms of Payment.

9.1. The agreed order amount is due for payment 8 days after delivery/taking-over pro rate per partial delivery.

9.2. For agreements containing Services, TI is entitled to payment for executed Supplies/Services twice a month.

9.3. If TI or suppliers/subcontractors of TI have produced Supplies, which are ready for delivery on the agreed time of delivery, but the Purchaser is not ready to receive these Supplies due to circumstances for which TI is not responsible, an instalment shall be paid for the produced Supplies.

10. Delayed Payment.

10.1 The Purchaser is not entitled to withhold payment due to a counter claim, which TI has not approved in writing.
10.2. If the Purchaser fails to pay at the agreed date, TI is entitled to an interest on overdue payments with an interest of the officially stated Danish bank rate with an extra charge of 9 percentage points.
10.3 If the Buyer fails to pay within the agreed time, TI is entitled, from the due date, to:
10.3.1. postpone any outstanding delivery/service until payment has taken place, and
10.3.2. get a deadline extension, equal in length to the delay of payment.
10.4. If the Purchaser has not paid the due amount within 10 days after written demand, TI is entitled to cancel the agreement and in addition to interest on arrears claim compensation by the Purchaser for the loss TI has suffered.

11. Delivery.

11.1. The quantity of normal stock goods can until delivery be increased or decreased with 5 % by the Purchaser. For products, which are not normal stock goods, the stated quantity is binding from the acceptance of the agreement.
11.2. Concerning delivery ex works the place of delivery is the Purchaser's truck in the factory of TI. TI loads the Supply. Delivery is deemed to have taken place when the loading is finished.
11.3. Concerning delivery free on truck, the Purchaser is obliged to unload the Supply with his own staff and unloading material. Delivery is deemed to have taken place, as soon as the truck has reached the place of delivery.
11.4. Concerning delivery free on construction site TI provides unloading material with staff for components up to 2.500 kg. The Purchaser is obliged to provide the necessary auxiliary staff for the unloading. If TI is in charge of the erection of the Supply, TI provides the complete unloading without the above-mentioned limitations. Delivery is deemed to have taken place when the unloading is finished.
11.5. Concerning delivery free on truck and free on construction site the place of delivery is as close to the place of use/erection as a fully loaded truck can drive on an even, firm foundation. For security reasons, the place of delivery shall be even, horizontal and with a firm foundation, also for a semi-trailer with supporting legs. It is the responsibility of the Purchaser to meet the demands for the construction site roads and for the place of delivery.
11.6. If the Purchaser requires delivery to take place outside normal working hours, TI is entitled to compensation for the involved extra costs.
11.7. Waiting and unloading time for plant-mixed concrete, exceeding the maximum waiting and unloading time stated in the price list, shall be paid by the Purchaser according to the current price list. For other deliveries, free on truck and free on construction site waiting and unloading time, exceeding 1 hour, shall be paid by the Purchaser, unless TI is responsible for the delay.
11.8. Unless otherwise stated delivery is ex works (INCOTERM 2010).

12. Services.

12.1. If the agreement includes erection work the representative of TI (the erection manager) will coordinate the erection work, but he will not be present at the erection site every day.
12.2. If the Purchaser requires services to take place outside normal working hours, TI is entitled to compensation for the involved extra costs.
12.3. Waiting time in connection with services shall be paid by the Purchaser, unless TI is responsible for the delay.
12.4. The Purchaser must expect inconveniences and operation disruptions in connection with the execution of services.

13. Time of Delivery/Time Schedule for Delivery.

13.1. If the agreement does not contain the necessary information about the time schedule for delivery, the production and erection time shall be incorporated in the time schedule for delivery after agreement with TI.
13.2. If the Purchaser is not able to receive a delivery at the agreed time, TI is entitled to demand a temporary storage at the cost and risk of the Purchaser. Delivery is deemed to have taken place when the Supply has reached the temporary storage.
13.3 Should the agreed times of delivery/time schedules for delivery, for whatever reason, be postponed, the following prolongations shall be incorporated: Easter Holiday 1 calendar week, summer vacation 3 calendar weeks and Christmas holiday 1 calendar week.

14. Delay.

14.1. TI is entitled to prolongation of time limits due to delays caused by:
14.1.1. events, not due to any conditions for which TI is responsible such as civil commotion, insurrection, war, mobilisation or military call up of a comparable scope, unusual natural phenomena, fire, explosion, strikes, lockout, theft, malicious

damage, currency restrictions, general shortage of materials, restrictions in the use of power, shortage of Supplies, shortage of transport, public orders/prohibitions, force majeure or conditions occurred at sub suppliers of TI, due to any of the above circumstances,

14.1.2. fall of rain, snow etc., low/high temperatures, strong winds or other weather phenomena preventing or delaying the Supply/Service, when these phenomena occur to a considerably higher extent than normal for the time of year and part of the country in question,

14.1.3. the necessary and annotation free authority approvals/permits not being available as assumed in the time schedule,

14.1.4. the necessary technical specifications from the Purchaser not being available as assumed in the time schedule,

14.1.5. changes in the nature and quantity of the Supply/Service required by the Purchaser,

14.1.6. circumstances of the Purchaser or the delay of other contractors,

14.1.7. public orders or prohibitions, which are not the responsibility of TI or

14.1.8. failure of specific sub Supplies according to section 20.1.

14.2 In case of prolongation of times of delivery section 13.3 is valid.

15. Liquidated Damages.

15.1. The Purchaser shall in writing inform TI of any delay not later than 1 week after the deadline for liquidated damages. Otherwise the right of the Purchaser to liquidated damages is postponed.

15.2. Liquidated damages for delay shall be payable at a maximum rate of 0,5 % for each complete working week of delay of the part of the purchase price, which is properly attributable to the part of the Supply/Service which, due to the delay, cannot come into its intended use.

15.3. Liquidated damages cannot exceed 7,5 % of that part of the purchase price, which is properly attributable to that part of the Supply/Service which, due to the delay, cannot be come into its intended use.

16. Taking-over.

16.1. If the agreement only contains Supplies, the Purchaser shall be deemed to have taken over the Supply at delivery.

16.2. If the agreement contains Services the Purchaser shall be deemed to have taken over the Supply/Service when this is ready for operation regardless of outstanding minor adjustments and additions, which do not affect the operation of the Supply/Service.

16.3. Until taking-over the Purchaser shall not be entitled to take the Supply/Service or any part of them into operation. If the Purchaser takes the Supply/Service or any part of them into operation without TI's written approval, the Purchaser shall be deemed to have taken over the Supply/Service.

16.4. The risk shall pass to the Purchaser when the Supply/Service is taken over.

17. Liability for Defects.

17.1. TI shall remedy any defect limited to appear within one year from the date of the taking-over.

17.1.1. For maintenance and repairs this remedy obligation is limited to liabilities occurring not later than 3 months from delivery/taking-over.

17.1.2. For Supplies/Services of building works this remedy obligation according to section 17.1 is extended to 5 years from delivery/taking-over.

17.1.3. For concrete goods, concrete panels and plant mixed concrete the remedy obligation according to section 17.1 is extended to 5 years counting from the taking-over date of the building work of which the Supply is part, however no longer than 6 years after delivery to the Purchaser.

17.2. TI is only obliged to remedy defects on Supplies/Services produced by TI. Thus, the Purchaser's Supplies/Services are not included in TI's obligation.

17.3. Used Supplies are delivered in the condition they are in on the day of delivery. TI is not obliged to remedy any defects on used Supplies.

17.4. TI's obligation to remedy defects is conditioned by the following:

17.4.1. the Supply/Service is used for the intended use,

17.4.2. the necessary repair and maintenance of the Supply/Service is carried out,

17.4.3. the Purchaser shall inform TI of a defect by written notice without undue delay after the defect has appeared. The notice shall contain a description of how the defect manifests itself.

17.5. The remedy of any defects shall be carried out by repair or replacement at the choice of TI. The remedy of defects only includes wages and material directly connected to an occurred defect. In this way TI is not responsible for all other costs and risks connected to an occurred defect including transportation, waiting time, diets, board and lodging costs or costs and risks in connection with making the defect accessible.

17.6. TI's remedy of defects does not include costs in connection with the following:

17.6.1. search for defects if this defect is not due to errors of material or production included in the liability for defects, and

17.6.2. damage due to lack of maintenance, fire, explosion, water, repairs and maintenance carried out by a third party and lack of modification recommended by TI and

17.6.3. Supply/replacement of wear parts.

17.7. Continuous technological development shall not lead to demands for change/replacement of previous Supplies/Services.

17.8. If the Purchaser's enquiry or invitation to tender prescribes materials and/or products of a certain make, TI is obliged to remedy defects under the condition that this obligation can be transferred to the supplier of these materials/products.

17.9. TI cannot be held responsible for any losses, direct or indirect, inflicted on the Purchaser by defects at the Supply/Service.

17.10. No claims can be made against TI due to defects, not occurring until after the deadlines in sections 17.1, 17.2 and 17.3.

17.11. In case of liability for defects, the liability of TI shall be limited, so that TI under no circumstances is liable for loss of production, loss of time, loss of profit or any other indirect losses, and the liability is limited to DKK. 2.500.000 for Services regarding consultancy and design. For other Supplies/Services is the liability of TI limited to DKK. 5.000.000. If TI is held liable towards a third party, the Purchaser is obliged to indemnify TI to the extent to which the liability of TI is limited according to these Sales and Delivery Conditions.

18. Product Liability.

18.1. Unless otherwise stated by the legislation, TI is responsible for product liability according to normal compensation rules.

18.2. TI shall not be liable for damages caused by the Supply/Service to aircrafts, dams, nuclear reactors, shipyards, docks, offshore activities, mining and other underground activities unless the agreement clearly states, that the Supply/Service will be used in the mentioned relations.

18.3. TI is under no circumstances liable for loss of production, loss of time, loss of profit or any other indirect losses. The liability of TI for damages, which are not damage to a person (in Danish: personskader) and/or damage to goods designated to be used by consumers and applied in accordance herewith (in Danish: forbrugertingskader), is limited to DKK. 2.500.000 for Services regarding consultancy and design. For other Supplies/Services the liability of TI is limited to DKK. 5.000.000.

19. Insurance.

19.1. If the agreement contains Services, the Purchaser subscribes and pays at least the usual fire and storm damage insurance. It is assumed that TI and any subcontractors of TI are covered by the insurances taken out by the Purchaser. The Purchaser must hand over a copy of the insurance policy to TI. Deductible is paid by the buyer.

19.2. If it is agreed that the Purchaser subscribes and pays an all-risk insurance or a contract insurance, which must be subscribed, so that LEG3 damages are covered by the insurance, and subscribed so that TI can approve the conditions, including the deductible amounts to a maximum of DKK. 25.000 for non-hot work and DKK 100.000 for hot work.

19.3. If the Purchaser, on request, fails to fulfil his obligations concerning insurance according to section 19.1 to section 19.2, TI is entitled to cancel the agreement and demand compensation for its loss.

20. Conditions concerning Suppliers and Subcontractors.

20.1. In case of non-appearance of specific sub Supplies, occurred due to any conditions for which TI is not responsible, the Purchaser can choose to cancel this sub Supply with a documented reduction of the order amount or to allow TI to deliver a substitute Supply with a documented regulation of the order amount.

21. Trade-in and rent.

21.1. Concerning traded in used material the risk does not pass over to TI until delivery of the material to TI. If TI is in charge of the dismantling, the delivery does not take place until the dismantling is finished. The Purchaser is obliged to deliver the used material in the same condition as it was on the day of the trade. The Purchaser carries costs for maintenance and any repairs until delivery. In case of remaining debts, the Purchaser is obliged to redeem the total remaining debts before delivery to TI.

21.2 In case of renting, the tenant is hereinafter referred to as The Purchaser. At the expiration of the renting period the Purchaser is obliged to return the rented equipment in the same condition as on delivery, with no other change than the deterioration occurring due to the regular, intended use. Costs for running operation and maintenance is paid by the Purchaser

21.3 In case of renting the Purchaser is responsible for any damage caused by the rented equipment.

21.4 In case of renting the rented equipment must not be sold, pawned or re-rented to a third party.

22. Confidence.

22.1. The Purchaser and his adviser/consultant shall not, without the approval in writing by TI, submit commercial information, instructions, drawings and other technical documents to a third party. This does not apply to the extent that the provision of such information is necessary in order to enable the Purchaser to fulfil his obligations under the agreement or for operation or maintenance of the Supply/Service.

23. The Purchaser's cancellation of the agreement.

23.1. The Purchaser is entitled to cancel the agreement in case of essential defects according to the agreement. Before this, TI shall be given a reasonable time, by written notice, to remedy the defects. Should the Purchaser, after the expiration of the given time, want to cancel the agreement, TI shall be informed in writing and before the taking-over. After the taking-over the agreement cannot be cancelled.

23.2. The Purchaser is not entitled to cancel the agreement due to delay and/or defects, unless TI, on the purchaser's inquiry in writing, states that the Supply/Service cannot be provided.

24. Transfer.

24.1. The Purchaser must not transfer his obligations to a third party without the written consent of TI.

25. Disputes.

25.1. Disputes arising out of or in connection with the agreement shall be resolved/settled in accordance with the provisions of ABR Abridged §46-50 or AB Abridged §50-55 depending on the basis for the agreement according to section 4.1
25.2. Regardless of the conditions in section 25.1, private consumers can, in case of disagreement, choose to file a complaint at one of the below mentioned complaints bodies, depending on the nature of the Supply/Service:
25.2.1. "Ankenævnet for Tekniske Installationer", Skanderborgvej 238, 8260 Viby J., E-mail: anke@el-vvs-anke.dk, www.el-vvs-anke.dk
25.2.2. "Byggeriets Ankenævn", Nørre Voldgade 106, 3158 København K, E-mail: info@byggerietsankenævnet.dk, www.byggerietsankenævnet.dk
25.2.3. "Håndværkets Ankenævn", Islands Brygge 26, 2300 København S, E-mail: info@hvanke.dk, www.hvanke.dk.

26. Special Conditions.

26.1. If TI, at the time of the agreement's acceptance, has not received adequate information, in writing, about ground water and soil conditions, pollution, cables/pipes of a third party, relics and/or other obstacles in the ground, the inconvenience and the precautions against these shall be paid as extra work, because if not otherwise mentioned, the agreement will assume a normal firm foundation without ground water and without the above-mentioned obstacles. Furthermore, TI is entitled to prolongation of time limits at delays of the Supply/Service caused by the conditions in question.
26.2. Condense water from chimneys is not the responsibility of TI.
26.3. Software programme licenses only entitle the Purchaser to use these programmes. This right cannot be transferred to a third party without the written consent of TI, and the Purchaser is not entitled to copy these programmes to a third party.
26.4. Unless otherwise explicitly stated in the agreement the following is assumed that:
26.4.1. the noise contribution from existing plants/installations is, as a minimum, 3 dB(A) below the noise requirements to this Supply/Service,
26.4.2. existing plants/installations, affected by this agreement, are free of asbestos,
26.4.3. dismantled components are the property of TI,
26.4.4. floors and their foundations in existing buildings are able to support the new plants/installations,
26.4.5. the existing plants shall not be protected against lightning,
26.4.6. the existing water quality fulfils the requirements from the Suppliers,
26.4.7. materials/products are delivered with a standard surface treatment and standard colours,
26.4.8. steel parts are delivered without surface treatment and fire protection.
26.4.9. natural gas for gas engine plants and boilers is delivered with pressure variations small enough to make the gas suitable for the Supply/Service in question.
26.4.10. existing pavements/roads is dimensioned for heavy traffic and
26.4.11. temperature fluctuations will occur in connection with sudden changes of sunlight on solar heating plants.
26.5. Unless otherwise explicitly stated in the agreement the following is not included in the agreement:
26.5.1. drainage
26.5.2. uncovering and temporary moving and resettlement of lengthwise cables and pipes,
26.5.3. relocation of district heating pipes for obstacles in the ground such as wells, cables and pipes, lengthwise as well as crosswise,
26.5.4. relocation of obstacles in the ground such as wells, cables and pipes, lengthwise as well as crosswise,
26.5.5. replacement of soil in unpaved areas,
26.5.6. environmental, scrapping and deposition costs and transportation to the deposition site for polluted soil,
26.5.7. preparation for and spreading of wearing surfaces in asphalt areas,
26.5.8. public and semi-public fees/duties/contributions of any kind,
26.5.9. consumption of electric power and water during the construction period including water for test pressure, cleaning and filling of pipes,
26.5.10. pumping well for waste water and pump for pressure increase of raw water, also at establishment and operation of construction site,
26.5.11. planting,
26.5.12. costs in connection with observance of private rights
26.5.13. costs for any welding control other than visual control, performed by TI and
26.5.14. spare parts and tools,
26.5.15. any kind of operation consumption, including first time filling and consumption of fuel, gas, lubricants, water, electric power and chemicals etc.
26.5.16. equipment for increasing gas pressure,
26.5.17. accredited measurements for proving output, consumption, efficiency, emissions and noise,
26.5.18. connection of electricity producing plants, heat pumps and electric boilers to the electrical grid for sale of electricity including meter, meter panel, signal cable to controlling and SCADA systems, voltage and current transformers,
26.5.19. phase compensation system and active/passive filter system in electrical installations,
26.5.20. final cleaning and

26.5.21. access facilities, ladders, galleries and platforms for maintenance of the supplies.

27. Special Conditions for Concrete Goods.

27.1. Supplies of concrete goods means all Supplies of concrete goods not including concrete panels and plant mixed concrete.
27.2. Supplies can only be returned according to prior agreement. Undamaged goods, which are normal stock goods, will normally be credited to the account of the Purchaser with the debited price with 20 % reduction. The Purchaser pays any collection of return goods.
27.3. The pallets and joists etc. used for the delivery will be debited to the account of the Purchaser. After the return of intact pallets and joists etc. within 6 months after delivery these will be credited to the account of the Purchaser according to the current rules of TI.
27.4. Supplies subject to control by the "Betonvarekontrollen" (BVK) are stamped with the triangular mark according to the current regulation hereof. The control is a random test control. The Purchaser shall pay for the costs for supplementary control, unless the control shows that the Supply shall be rejected. Increased control only takes place according to agreement and is paid by the Purchaser.

28. Special Conditions for Plant Mixed Concrete.

28.1. The prices are per m³ excluding the current environmental and public fees on the day of delivery, delivered free on the delivery address within the geographical area stated in the price list.
28.2. The prices are based on full truck loads within the business hours and times of delivery stated in the price list. For delivery outside the mentioned hours and for delivery of quantities smaller than specified in the price list an extra charge is added.
28.3. The quantity of concrete stated on the delivery note, represents the volume of the concrete with the aimed air content.
28.4. TI invoices all Supplies according to the price list current on the day of delivery.
28.5. If the Purchaser wants to change the time of delivery for a delivery or partial delivery free of costs, this information should be given not later than 2 hours before the agreed time of delivery. For deliveries including a plant mixed concrete pump this information should be given not later than 12.00, noon on the day before the agreed time of delivery.
28.6. If the Purchaser wants to change the quantity/quality of the delivery, this shall be announced not later than 2 hours before the agreed time of delivery.
28.7. The production plant of TI for plant mixed concrete is certified by BVQI, ensuring that the Supplies are in accordance with the current norms and regulations.
28.8. Single results and the statistic treatment of these results from the internal quality control are available to the Purchaser if so agreed in writing.
28.9. If no other written agreement has been made with TI, the internal quality control of TI is the basis of documentation.
28.10. TI guarantees that the Supply at the time of delivery matches the specifications stated in the delivery note, assuming that the load size is larger than or equals the minimum load size stated in the price list.
28.11. TI is not liable for decreases of quality due to early drying up, insufficient compression, covering or after-care.
28.12. TI is not liable:
28.12.1. if the ordered concrete is not suited for the purpose or for the conditions of pouring,
28.12.2. for changes of colours or other conditions, due to changes in specifications of a continuous delivery and
28.12.3. if the Purchaser has caused addition of any kind to the concrete.

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