

Terms of sale and delivery

Each sale shall take place exclusively in accordance with the hereinafter-mentioned terms of sale and delivery of Strandmøllen A/S, unless otherwise agreed in writing.

Any failure on the part of Strandmøllen to raise objections to decisions laid down in any form for the information of the purchaser cannot be regarded as a renunciation on the use of decisions in the now prevailing terms of sale and delivery.

Prices

Prices are stated exclusive of VAT. Until delivery takes place, the quoted price can be adjusted by Strandmøllen in case of documented increases of production and procurement costs due to changes to taxes, rates and dues, raw materials, transportation etc.

Payment

The terms of payment are net cash in accordance with invoice, unless otherwise agreed in writing. An invoice fee may be applied depending on the methods of invoicing and payment.

Should payment not be received within the time stated, Strandmøllen has the right to demand payment of interest on overdue payments for the amount due at 2% per month.

The delivered goods remain the property of Strandmøllen, until the full purchase sum has been paid.

Delivery

Delivery shall take place ex factory/warehouse, e.g. the purchaser bears the risk of unforeseen contingencies affecting the delivered goods after delivery. This shall apply, irrespective of whether Strandmøllen is to bear the expense of the further transportation of the goods.

The purchaser must personally be responsible for taking out insurance against damage which could affect the purchase after delivery.

For smaller deliveries Strandmøllen shall impose freight and handling fees.

The stated delivery time is approximate and with reservation for force majeure and any non-delivery, short delivery or delayed delivery from the suppliers or other circumstances beyond Strandmøllen's control.

The purchaser is only entitled to cancel the purchase provided that the delay is substantial. Under no circumstances can the purchaser demand compensation in the event of delay, irrespective of whether the delay may be blamed on Strandmøllen.

Scope of delivery

For the delivery of gases the delivery is calculated on the basis of a gas condition of 981 mbar and 15° Celsius.

The number of units or the amount delivered by Strandmøllen can vary by plus/minus 4% in relation to the agreed amount. Thus, the amount delivered within these limits is considered to be the correct output for which the purchaser is liable to agree and pay as if the agreed amount had been delivered.

Strandmøllen cannot be held responsible for any delivery discrepancies, irrespective of whether the customer has surveillance equipment installed of contents in cryo tanks, cylinders or bundles.

Faults/defects

If, within a time frame of 12 months of delivery, the purchaser shows that there is a fault with a delivery, Strandmøllen shall personally undertake, free of charge to the purchaser, to exchange/repair the defective item, or to credit the purchaser for the defective item.

In the event of faults/defects the purchaser cannot claim rights other than the above-mentioned. Under no circumstances can compensation be paid to cover operating loss, loss of time, loss of profits, loss of earnings, or other similar indirect losses.

Claims

Complaints shall be made immediately and no later than within 8 days of receipt of the item.

Cylinders, bundles and technical equipment

For delivery of gases in cylinders, bundles, cylinder containers or other packaging as well as technical equipment, such as cryo tanks, gas mixers, freezing equipment etc, there will be a charge in accordance with current conditions.

Any objections to the reckoning up of the expenses as well as calculation of rental must be made no later than 14 days from receipt of invoice. Payment is regarded as an acceptance of the registered stock of cylinders, bundles and equipment.

Cylinders, bundles and equipment remain the property of Strandmøllen and should be returned when the trade between the parties, irrespective of reason, ceases.

Strandmøllen's cylinders, bundles and equipment must only be used for products supplied by Strandmøllen and must not be loaned to a third party. The user of Strandmøllen's cylinders, bundles and equipment is liable for any damage that may be caused. Lost or damaged cylinders, bundles or equipment must be replaced at market price. Any repairs to equipment must only be carried out in accordance with the foregoing written agreement with Strandmøllen.

Strandmøllen shall inspect and test tank installations without charge to the purchaser. For other installations inspection will only be carried out in accordance with written agreement.

The purchaser shall, at his own expense, keep cylinders, bundles and equipment insured against any damage.

Safety regulations

The purchaser is under an obligation to instruct his/her personnel in the correct use cf. delivered goods 'Safety data for gases' and in the use of hired equipment. The currently applicable version of the safety data for gases can be found at www.strandmollen.dk.

It is the responsibility of the purchaser to ensure that a gas is suited to the purpose for which it is to be used. Strandmøllen provides advice and guidance.

Drawings and technical descriptions

All information about weight, dimensions, capacity, technical and other types of data as well as prices, referred to in catalogues, prospectuses, circulars, advertisements, illustrations and websites are approximate. Such information is only binding to the extent that it specifically shows Strandmøllen's order confirmation or other written agreement.

Product liability

1. For injury to person or thing, a succession of deficiencies or faults of delivered products and/or performance, Strandmøllen is liable to the extent that the responsibility is theirs.
2. Under no circumstances will Strandmøllen take responsibility for operating losses, loss of time, loss of profits, loss of earnings or other similar indirect losses.
3. The maximum amount of damages is DKK 10 million in the event of product liability.

Disputes

Disagreements arising out of this agreement and conditions connected therewith shall be settled in accordance with Danish law and at the option of Strandmøllen, by arbitration or the Maritime and Commercial Court in Copenhagen (Sø- og Handelsretten i København).