



Turbovex A/S Sales and Delivery Terms

Unless otherwise agreed or indicated below, the ordinary common Nordic sales and delivery conditions as specified in NL01 shall apply.

1: Scope and Use

The current sales and delivery terms apply for all offers, sales and deliveries from Turborex A/S unless otherwise agreed in writing.

2: Offers and Order Agreement

Offers from Turborex A/S shall not be binding unless otherwise indicated in writing. Orders shall not be considered binding for Turborex A/S unless they are confirmed in writing or completed. The offers are exclusive of electric and computer works. Offers made by Turborex A/S which do not state a specific deadline for acceptance shall lapse if Turborex A/S has not received the buyer's acceptance within 2 months from the date of the offer.

3: Prices

Prices are according to Turborex A/S' current price lists. All prices are ex works excluding freight and VAT.

4: Terms of Payment

All payments are to be made within 30 days net after the invoice date. If payment is made after the specified due date, interest shall be calculated per commenced month from the invoice date.

5: Terms of Delivery

All deliveries shall be made ex works unless otherwise specified in the order confirmation. The delivery time is stated with reservations for delays. The buyer cannot raise any claims of any kind against Turborex A/S in case of a delay.

6: Installation

Installation works carried out by Turborex A/S include roof installation and operation, lift rental, accommodation and meals, ready for connection of electric and TX control equipment. Work on lofts and external roofs require stable and safe access to the work area. Our technicians can refuse to go to an area if it is deemed unsafe and not viable enough. Any and all modifications and subsequent repairs of existing building(s) shall be made at the buyer's expense and responsibility. Because of the weather, Turborex A/S reserves the right to make changes to the installation schedule without prior warning. Reservations are made for buildings and roof constructions that have not been inspected by Turborex A/S. Where applicable, the buyer will be invoiced for crane and scaffolding rental based on the receipts submitted – an annex is enclosed.

7: Annulment, Postponement and Return

Annulment and postponement of order deliveries is only possible after prior agreement and will entail the debiting of Turborex A/S' costs. Returns are only possible after a prior agreement with Turborex A/S and are made at the buyer's expense and risk.

8: Delays

The time of delivery is set with reservations that strike, lockout, fire or any other force majeure situations do not hinder the delivery at the agreed time. The delivery time is set taking into account that the delivery must not be hindered due to a delay of necessary deliveries or other unforeseen events in the production. In the event of a delay the buyer may not have any claims for remedy for breach of contract. For example, the buyer may not annul the purchase, claim compensation or a proportional reduction of the purchase sum.

9: Quantity Shortcomings

If the agreed quantity is not delivered in full, the buyer shall file a claim immediately after receipt in order to challenge the defects. Claims shall be sent directly to Turborex A/S and when signing the waybill, if any.

10: Quality Shortcomings

Only documented design, manufacturing and material defects of the delivered products are considered legitimate quality shortcomings. Quality shortcomings resulting from the customer's instructions or the materials delivered by the customers may not be exploited. The customer should therefore ensure that such specification of materials is correct. The customer shall reasonably examine the products as soon as possible. Quality shortcomings that can be discovered by such an inspection may only be exploited if the customer files a claim directly to Turborex A/S within 10 days from discovering the defect, but no later than 30 days after the product has been received.

11: Defects and Transport Damage

In case of visible defects and transport damage, the customer shall still sign the waybill, if any, and immediately contact the carrier in charge of the transportation (mail service, carrier etc.), and Turborex A/S. The customer cannot make claims regarding defects which could or should have been discovered during the abovementioned inspection. (Any hidden (not visible) damage shall be reported in writing within 5 days after receipt of goods). The customer does not receive any remedy other than having the defects rectified as soon as possible by means of repair, replacement delivery or supplementary delivery.

12: Product Liability

Turborex A/S shall not be liable for damages to real property or movables which occur while the products are in the buyer's possession. Turborex A/S is in no way responsible for operating losses, lost profits or other consequential losses.

13: Ownership

The delivered products remain Turborex A/S' property until payment has been made in full to the extent such ownership is valid pursuant to applicable law.

14: Applicable Laws and Venue

Any conflict between the parties shall be resolved according to Danish law and the court in Aalborg as contractual venue.

The conditions above shall apply from 1 February 2010 and shall replace any and all previous versions.