



## General Terms of Sale and Delivery

### 1. Introduction

The terms of sale and delivery specified below shall apply to all quotations, orders and consignments unless otherwise specified in any other written agreement.

### 2. Quotations

Quotations shall be subject to confirmation and the goods being unsold. Bukh A/S reserves the right to change unconfirmed quotations without notice. The prices stated are exclusive of value-added tax and other duties.

### 3. Orders

Any order shall be confirmed in writing by Bukh A/S in order that an agreement on consignments can be considered as binding.

The order will be delivered at a confirmed price subject to price increases resulting from changes in trade conditions, duties, rates of exchange, raw material supplies and similar conditions.

Cancellation will only be accepted as per arrangement and against payment of expenses incurred.

Illustrations, dimensioned sketches, as well as the contents of leaflets, catalogues, circular letters, etc are approximate and with no binding effect.

When carrying out the order, Bukh A/S reserves the right to make any changes which are deemed necessary from a technical point of view.

### 4. Terms of Delivery

Delivery will be "ex works" (Incoterms 2010), unless otherwise agreed.

Bukh A/S shall not be responsible for delays or obstacles due to force majeure, for example labour conflicts, fires, currency restrictions, shortage of labour and means of transport, general scarcity of goods, restrictions on power and flaws in consignments from subsuppliers or delay in such consignments, or any other conditions beyond the influence and control of Bukh A/S as well as delay caused by the customer not having supplied sufficient technical information punctually.

If the customer fails to observe the terms stipulated for payment of the purchase price, Bukh A/S shall be under no obligation to make delivery.

Bukh A/S shall not pay any damages for delays in delivery.

### 5. Packaging

Packaging is included in the price of the product and will not be taken back.

### 6. Payment

Payment for all consignments shall be made directly to Bukh A/S, Krusaa, Denmark.

The customer shall not be entitled to withhold payment because of any counterclaims.

If payment should be effected later than the stipulated settling date, interest shall be paid on overdue payments at the rate of 1.5 per cent per month or fraction of a month. Bukh A/S reserves the right to change the rate of interest.

Any consignment shall remain the property of Bukh A/S until payment has been made in full, and the customer must keep the consignment insured against fire and damage - in case of marine plant, against sea risk - at the total new value from the date of shipment from the factory and until full payment has been effected.

### 7. Remedying Defects

If the consignment should prove defective, Bukh A/S undertakes during the first 24 months after the consignment has been put into service, however, not beyond 30 months from the day the consignment is reported to be ready for shipment, in the case of spare parts, however, 3 months from shipment, to remedy defects which are due to faulty design, materials or workmanship. However, the obligation to remedy defects is conditional on the operating conditions contained or provided in the agreement being observed and the consignment being used and operated correctly.

Defects which are due to 1) improper storage before or during installation, 2) insufficient maintenance, 3) incorrect installation by the customer, 4) changes of the consignment carried out without the written consent of Bukh A/S, 5) incorrect or inexpedient repairs made by the customer or others, 6) normal wear or deterioration, rust, corrosion, deposits caused by water, foreign matter in pipes or the use of unsuitable oils, shall not be covered by Bukh A/S's obligation to remedy defects.

Unless otherwise stipulated, all transport and mounting of defective, repaired and replaced equipment shall be at the customer's account and risk.

Parts of the consignment which are not manufactured by Bukh A/S will only be replaced to the extent that Bukh A/S is compensated for them by the subsupplier.

Bukh A/S' liability for defects is limited to the above-mentioned obligation. Bukh A/S shall only pay damages if it is proved that the loss caused by the defect is due to gross negligence or intentional circumstances on the part of Bukh A/S. Bukh A/S shall in no circumstances be held liable for operation loss, loss of profits or any indirect damage.

### 8. Arbitration

Any disputes are to be settled according to Danish law by arbitration in Copenhagen according to the rules of the International Chamber of Commerce and in accordance with the Danish Act on Arbitration of 1972.

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