

## SALES AND DELIVERY CONDITIONS TF98 (Formerly 100.BRO)

The following sales and delivery conditions are applicable to the extent that they are not expressly excluded by another written agreement.

1. QUOTATIONS: Quotations are given subject to the goods being unsold.  
Quotations given are valid for a maximum of 90 days from the date of issue.  
If the Purchaser's acceptance deviates from the provisions of our quotation, our quotation becomes invalid.  
Prices in the quotation are excluding VAT, turnover tax, public duties of any kind, packaging, transport and any other eventual taxes.  
Prices are based on current market prices, salary, transport costs, exchange rates etc., and may be adjusted in relation to changes in these. Prices in the price tables are non-binding and are subject to change without notice.
2. TECHNICAL DATA: All technical information and data is binding only to the extent that the written agreement expressly refers to them.
3. DRAWINGS & DESCRIPTIONS: Ownership of any drawings, descriptions and proposals accompanying the quotation or goods supplied remains with Teldust. These must not be used or copied, reproduced, transmitted or otherwise communicated to a third party without our permission.
4. LOCAL AUTHORITIES APPROVAL: Final approval of projects, installations or parts thereof is to be obtained by the Purchaser. Any alterations and effects thereof are to be paid by the Purchaser
5. ORDERS The purchase is final when the Seller has confirmed the order. Cancellations are accepted only following agreement and only against payment of costs incurred.
6. DELIVERY CONDITIONS: TELDUST is not liable for delays or obstructions that are beyond the company's influence and control. Delivery times indicated are approximate and non-binding, unless otherwise specifically agreed. If the Purchaser does not comply with the agreed provisions, Teldust is not obliged to make further deliveries. Stated delivery times are subject to other orders that may be received prior to acceptance. Delivered goods cannot be returned. Conditions of delivery Ex Vejle. (Incoterms 2000). The risk of the purchased goods is transferred to the Purchaser on delivery. If the Purchaser is obliged to collect the purchased goods and the Seller holds it ready, the risk transfers to the Purchaser already at this point in time. If a place of delivery other than the Seller's place of business has been agreed, transportation thereto, including any unloading, is at the Purchaser's own risk and expense, unless otherwise explicitly agreed.
7. PACKAGING: Packaging is not credited.
8. PAYMENT: Net cash payment upon receipt of invoice.  
The Purchaser is not entitled to withhold payment due to any possible counter-claim that TELDUST has not acknowledged in writing.  
Ownership of the delivered goods is reserved until the total amount charged is paid.  
In case of payment after the agreed payment dates, 2% interest is charged for each month or part thereof.  
If the Purchaser cannot accept delivery at the agreed time, the purchase price is due for payment when the goods have been notified as ready for delivery.
9. GUARANTEE: All machines come with a 12-month guarantee, maximum 2000 operating hours, counted from the date of delivery, excepting products from other suppliers, in which case our guarantee is the same as our supplier's. If the Purchaser has not filed a written complaint within 12 months of delivery, then the Purchaser is entirely barred from claiming any defect, replacement or guarantee claims or other remedies.  
The goods must be sent carriage paid to our address, and will be recompensed such that we, at our discretion, repair or replace the product at no additional costs.  
The guarantee only covers one replacement of the filter medium during the guarantee period.  
The guarantee is void if the product has been subject to faulty maintenance or improper usage.  
TELDUST guarantees parts that are replaced or repaired under the same rules that apply to the original delivery.  
TELDUST must be notified in writing of any guarantee claims, after which TELDUST will promptly arrange for the work to be carried out  
Guarantee work is carried out during normal working hours.  
The guarantee does not cover damages such as operating losses, loss of profits, loss due to delayed delivery, personal injury, damage to property or similar.
10. COMPLAINTS: Complaints not covered by TELDUST'S guarantee obligations must be made within 8 days of receipt of delivery. The Purchaser must immediately upon receipt conduct a thorough inspection of the delivered goods to ensure that the product is free of defects and delivered as contracted. If the Purchaser at this point considers that the goods sold suffer from a defect, the Purchaser must, if intending to claim remedy of the defect, immediately notify the Seller in writing.  
If the Purchaser with regard to the Seller's delivered goods or parts thereof receives complaints from the Purchaser's clients or other users of

Teldust's delivered goods, the Purchaser must immediately notify the Seller of the complaint in writing. If the Purchaser fails to comply with this obligation, the Purchaser may not later claim remedy of defects or compensation from the Seller, likewise the Purchaser must indemnify the Seller against any claim that the Purchaser's customers may legitimately make directly against the Seller.

11. DEFECTS                    If the goods are defective, the Seller has the right to carry out remediation. Only if the Seller is not able, within a reasonable time and with a reasonable number of remedy attempts, to remedy defects, correct errors or carry out adjustments, may the Purchaser allow a third party to carry out remediation or claim return of the purchase price. If the Purchaser permits unwarranted remedy to be carried out by a third party, the Purchaser may not in such cases claim the costs thereof from the Seller.  
In the event of quantitative deficiencies, the Seller may carry out later delivery within a reasonable time period, in which case the Purchaser may not claim non-compliance.  
The Purchaser bears the risk that the Seller's delivered goods are fit for the purpose specifically intended by the Purchaser.
12. COMPENSATION:        Compensation of any kind is only granted if there is written agreement to that effect. The Purchaser's eventual compensation sum can never exceed the total contract sum for the Seller's service or services that are specifically related to the defect or defects in the goods that give rise to liability.
13. FORCE MAJEURE        In the event of force majeure, Teldust is freed from all its obligations for as long as the force majeure situation continues. Force majeure exists where the Seller or the Seller's suppliers are prevented from fulfilling contracts covered by these sales and delivery conditions as a result of events such as war, civil war, insurrection, terrorism, government restrictions, import-export embargoes, natural disasters of any kind and widespread or local labour conflicts, fire, power failure, computer virus or similar unless it can be demonstrated that the Seller should reasonably have foreseen this at the time the agreement was concluded.
14. DISPUTES                Disputes in connection with the agreement between the Seller and the Purchaser must be settled according to Danish law at the Seller's local court or the Maritime and Commercial Court in Copenhagen at the Seller's discretion.
15. MATERIAL and        In case of increases in material and energy prices, Teldust is entitled to transfer supplier's prices to the customer without notice, if  
. ENERGY PRICES        material and energy is included as an element in the construction part of the filter.

Where the above delivery and payment terms do not apply, we refer to the "General conditions for the supply of machinery and other mechanical and electrical equipment between Denmark, Finland, Norway and Sweden as well as within these countries."

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