

TERMS OF SALE AND DELIVERY

1. RANGE OF APPLICATION

For any purchase of products from KC-Denmark A/S, the present Terms of Sale and Delivery shall be considered as an integrated part of the terms of trade applying unless otherwise agreed in writing.

These conditions shall exclude any deviating terms or conditions stipulated or referred to by the PURCHASER in connection with the placing of an order. In such cases KC-Denmark A/S shall be entitled to cancel any quotations, order confirmations and contracts for the sale and delivery of goods unless the PURCHASER immediately upon having been asked to do so waives such deviating conditions of purchase in writing.

Any deviations to the present Terms of Sale and Delivery shall be in the form of a clear, unambiguous written agreement.

2. PRICES

For standard products prices shall be stated to the KC-Denmark A/S current price list excl. VAT, packing, delivery charges, and insurance.

The actual costs will be charged for additional documents, such as Certificate of Origin, signed by Chambers of Commerce, EUR1 Certificate, Letter of Irrevocable Credit (L/C), or similar. All expenses for the L/C in Denmark must be paid by the PURCHASER. Before opening the L/C the PURCHASER must send a draft to KC-Denmark A/S for our perusal and comments, otherwise KC-Denmark A/S reserves the right to refuse the L/C. All costs can be estimated upon request. Bank Guarantee issued by KC-Denmark A/S will not be considered nor provided.

Quotations and attachments are preferably send by e-mail, fax or by surface mail. Estimates for delivery time are always based on actual volume of orders and may vary. Information for availability is based on today's stock and subjects for goods being unsold. Delivery by courier will always be invoiced to the PURCHASER, and KC-Denmark has the right to claim a pre payment for the expenses.

KC-Denmark A/S reserves the right to give notice to the PURCHASER at any time before delivery in order to increase the price to reflect any increase in KC-Denmark A/S costs due to any factor beyond the control of KC-Denmark A/S (such as, and without limitation, any foreign exchange fluctuation, currency fluctuation, currency regulation, alteration of duties, significant increase in the cost of labour, materials or other manufacturing costs). KC-Denmark A/S reserves the right by giving notice to the PURCHASER to increase the price to reflect any change in delivery dates, quantities or specifications for which is requested by the PURCHASER, or any delay caused by any instructions of the PURCHASER or failure of the PURCHASER to give KC-Denmark A/S adequate information or instructions.

3. TERMS OF PAYMENT

For new customers all expenses inclusive shipping costs must be pre paid to our account. For well known customers we offer a term of fourteen (14) days net from date of invoice unless other term agreed by KC-Denmark A/S in written. For very large orders, for custom designed products or for larger development a pre payment of 50 % - 100 % of total value will be claimed. The estimated delivery time for an order starts upon receipt of the pre payment or the first part hereof. If a pre payment has been transferred to our account, and the order or part hereof is cancelled by the PURCHASER or by KC-Denmark A/S for any reason, KC-Denmark A/S reserves the right to subtract any reasonable costs occurred for materials, wages and similar costs.

The buyer is not entitled to withhold payment on the grounds of a counterclaim that has not been acknowledged in writing by KC-Denmark A/S. Penalty interest at the rate of 2,0 % of invoice value per the first day of each month as well as a dunning charge of DKK 175/EUR 25 will be charged on overdue payments.

4. TERMS OF DELIVERY:

If delivery is *exclusive* of freight, the terms of delivery shall be EX. Works (INCOTERMS 2000), KC-Denmark A/S factory, Silkeborg. The risk shall pass to the PURCHASER upon collection of the goods at KC-Denmark A/S factory.

If delivery is *inclusive* of freight, the terms of delivery shall be CIP (INCOTERMS 2000), the agreed destination. The risk shall pass to the PURCHASER upon delivery of the goods to the PURCHASER at their destination. Any delay or additional costs for demurrage at local customs

shall be borne by the PURCHASER unless otherwise agreed in writing. Unless other agreement is made in written, a door-door delivery includes the customs clearance fee, but no VAT or other local fees.

Delivery to an airport, where the client picks up the goods himself, does not include any customs clearance, VAT or other fees. All cables and wires will be delivered at the ordered or specified length, $\pm 3\%$.

The ECS-2 fee is mandatory for shipping's outside the EU. The ECS (Export Control System) secures that all exported goods are subject to a risk assessment and physical checks, if necessary, before leaving the EU. The additional costs must be paid by the PURCHASER.

5. CAVEAT EMPTOR – DUTY TO EXAMINE THE GOODS

The customer shall examine carefully whether goods delivered are as agreed, and in so far as this is not the case, any claim shall, without undue delay and not later than three (3) days upon the date of delivery, be lodged in writing with KC-Denmark A/S.

6. IMPORTANT RULES ON RECEIVING GOODS

If any complaint concerning transportation damages or other damages to the goods on its way to the purchaser has to be handled by our insurance company, or us, it is absolutely necessary that the PURCHASER make a written reservation to the carrier. This means, that the PURCHASER or his representative has to unpack the goods and do the written reservation within 3 days after receiving the goods.

If the written reservation is missing, the PURCHASER will be liable for the total amount of the invoice inclusive all shipping costs. All expenses in connection with repair of the goods as well as all shipping costs must be paid by the purchaser. If KC-DENMARK A/S accepts sharing the costs, all agreements must be in written and KC-DENMARK A/S decides the shipment method as well as the forwarder.

Any return of goods without our permission in written is at the purchaser's risk, as we do not cover insurance. KC-DENMARK A/S may demand photos showing the damages etc. before returning any goods or parts hereof.

7. WARRANTY:

KC-Denmark A/S provides a 12 months' guarantee on all deliveries, starting from the date of delivery:

KC-Denmark A/S will remedy defects in a product when a justified complaint has been received, and KC-Denmark A/S reserves the right to return a replacement product when necessary.

The guarantee will lapse if the item has not been installed, maintained, stored or treated correctly. Any overload, modification(s), attempts to repair, use of non-original spare parts or accessories as well as unauthorized mesh might affect the warranty. Some items like sample tubes, liners, lines, seals, etc., will be considered as a consumer's article and might be covered by a limited warranty. Normal wear and tear caused by operation will not be coverable by the warranty. For certain items, PP/PVC/acrylic tubes, rubber seals, motor houses with or without Fluorinert, etc., a long exposure to direct sunlight or lack of clean-up for salt water might affect the durability and stability of the products and will remain uncovered by the warranty.

If KC-Denmark A/S elects to remedy the defect, the defective product must be sent to KC-Denmark A/S, Holmbladsvej 19, DK-8600 Silkeborg, Denmark. The required repairs will then be made as quickly as possible within normal hours of work. Any costs incurred by the buyer in connection with arranging the repair, including travel and accommodation costs, are of no concern to KC-Denmark A/S. Under no circumstances will KC-Denmark A/S be liable for operating loss, loss of time, loss of profit or similar losses.

KC-Denmark A/S will not be liable for any defects arising from materials supplied by, or a design stipulated or specified by the PURCHASER. KC-Denmark A/S is liable only for defects, which appear under the conditions of operations provided for and under proper use of the goods.

All shipping costs for delivery **to** KC-DENMARK A/S and returning goods **from** KC-DENMARK A/S for remedying of faults and deficiencies shall be paid by the PURCHASER whatever for the reason of complaint. If an item is tested as faultless according to the fault description, a test charge shall be made.

8. RIGHT TO ANNUL AND RIGHT TO RETURN

For purchase orders confirmed, no right to annul and no right to return shall apply, and any return of goods delivered shall be accepted only if expressly agreed.

Any return agreed shall at no cost to KC-Denmark A/S be made in unopened and undamaged original packing. KC-Denmark A/S reserves the right of making a cancellation/return charge or invoicing the actual costs if the returned goods have any defects which may cause a lower market value.

Custom designed items and any goods purchased at the Purchaser's order cannot be returned.

9. RISK

Any risk for goods delivered shall pass to the PURCHASER upon delivery.

10. DISPUTES

Any disagreements concerning sale, delivery and related matters shall be decided under Danish law and shall be instituted at the Court of Silkeborg, Denmark

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KC Denmark A/S

Research Equipment
Limnology • Oceanography • Hydrobiology

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