

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1: Scope of Application of the Terms and Conditions

These General Terms and Conditions shall, along with the order confirmation, apply to all agreements entered into between Mirit Glas A/S and the Buyer (also referred to as the Parties), unless otherwise has been expressly agreed in writing by the Parties.

2: The agreement

Quotations/offers made by Mirit Glas A/S are valid for 30 days from the date of quotation, unless otherwise has been expressly agreed. An agreement is not binding before the Buyer has received confirmation of the order from Mirit Glas A/S.

3: Technical specifications

All information regarding dimensions, technical specifications as well as other information in brochures and other printed materials is to be regarded as approximate and not binding for Mirit Glas A/S.

Samples should be regarded as specimen of type. The Buyer cannot object should the delivered Goods not match a specimen of type.

4: Prices

All prices, including price lists compiled by Mirit Glas A/S, are day to day prices and are exclusive of packaging, tax and customs or any other surcharges, environmental fees and energy surcharges which may apply. Mirit Glas A/S reserves the right to change price lists and other printed material as and when it sees fit.

5: Packaging

Unless otherwise has been expressly agreed, Mirit Glas A/S reserves the right to charge all packaging costs to the Buyer.

6: Delivery and Transport insurance

The Goods are delivered ex works, unless expressly agreed otherwise. All costs related to the transport of the Goods shall be met by the Buyer. The transport of the Goods happens at the Buyer's risk. The passing of the risk occurs when the Goods become available to the Buyer at the warehouse at Mirit Glas A/S. Transport insurance shall be arranged by Mirit Glas A/S on behalf of the Buyer.

Salg

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Produktion

Industriparken 12
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CVR 31 17 05 08

7: Payment

The general terms of payment can be found in the invoice. Interest on unpaid invoices shall be charged in accordance with the interest rate specified in the invoice. Penalty interest and reminder fees are charged in accordance with Danish regulations of interest rates.

Goods shall remain the property of Mirit Glas A/S until the full fee has been paid by the Buyer and has been received by Mirit Glas A/S.

8: Time of delivery and delay

Time(s) of delivery as detailed in the offer and order confirmation is approximate, unless otherwise has been expressly agreed by the Parties.

All delivery deadlines are calculated from, at the earliest, the date on which Mirit Glas A/S is in receipt of all information necessary for the commencement of the order. Sundays, bank holidays and holidays in general are not included when delays are calculated.

Mirit Glas A/S shall not be held liable for delay, caused by circumstances Mirit Glas A/S has no influence on, including but not limited to force majeure, failure of delivery from sub- contractors, import restrictions, strike, lockout, war, fire as well as forces of nature uncommon for the season in which they occur. Should delay occur due to any of the events or circumstances listed above the Buyer shall not be entitled to bring a claim for breach of contract or remedies, damages or proportionate reduction.

In the event of the occurrence of delay for which Mirit Glas A/S can be held responsible the Buyer is entitled to bring a claim for damages according to the rules of damages under Danish Law. The Buyer shall under no circumstances be entitled to claim damages for loss of earnings, loss of profit or any other form of direct or indirect loss which may have arisen as a result of such delay. An award of damages shall never exceed the price agreed by the Parties for the Goods in question.

9: Defects and notice of defects

The Buyer commits to undertake a thorough inspection of the Goods upon receipt. The Buyer shall not be liable to claim damages or any other remedies in connection with defects, which could have been discovered under such an inspection but were not. Once the Buyer has acknowledged receipt of the Goods- without giving notice of defects- this shall be regarded as acknowledgement from the Buyer that the Goods are without defects or faults and that the Goods correspond with the agreement entered into by the Parties.

Should the Buyer become aware of a defect or a fault, after the delivery of the Goods, which could not have been discovered when the Buyer carried out the inspection of the Goods, the Buyer is under obligation to give notice of the defect or fault without delay to Mirit Glas A/S. Mirit Glas A/S shall be

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notified of the defect no later than 6 months after delivery has taken place. If this deadline is not adhered to the Buyer forfeits his right to make any claims in relation to said defect or fault.

Any claim or notice of defects in Goods made by the Buyer shall not entitle the Buyer to withhold payment for the Goods subject of such claim or notice. Should a claim or notice of defects of Goods be successful, Mirit Glas A/S is entitled to re-deliver said Goods. The Buyer shall not be entitled to remedies in connection herewith or to claim damages from Mirit Glas A/S.

In the event of a defect for which Mirit Glas A/S is liable the Buyer is entitled to bring a claim for damages according to the rules of damages under Danish Law. The Buyer shall under no circumstances be entitled to claim damages for loss of earnings, loss of profit or other direct or indirect losses which may arise as a result of such delay. An award of damages shall never exceed the price agreed by the Parties for the Goods in question.

Should national legislation be amended after the time of delivery, with the result that changes are required to be made by law to the Goods, ensuring compliance with such new legislation is not the responsibility of Mirit Glas A/S in any regard, regardless of whether such amendments of legislation occur within the deadline of notice of defects.

10. Product liability

All questions of product liability which may arise shall be resolved in accordance with the mandatory provisions in 'Produktansvarsloven'. Except from when mandatory according to the provisions in 'Produktansvarsloven', Mirit Glas A/S cannot be held liable for damage. Also Mirit Glas A/S cannot be held liable for loss of time, loss of earnings, loss of profit or other direct or indirect losses which may arise, except for when this follows from the mandatory provisions in 'Produktansvarsloven'.

Mirit Glas A/S shall not be held liable for damage to property or Goods incurred while the Goods are in possession of the Buyer. Neither shall Mirit Glas A/S be held liable for damages to Goods which are manufactured by the Buyer in which Goods from Mirit Glas A/S form part.

Mirit Glas A/S' liability for damage to property shall not exceed DKK 1.000.000,00 for any one event of damage.

In the event that Mirit Glas A/S is held to be liable for damages that exceed the liability cap outlined above the Buyer is obliged to hold harmless Mirit Glas A/S. The Buyer is obliged to take out comprehensive product liability insurance that covers any claim of product liability that the Buyer may be held liable for.

11. Disputes

Any dispute which may arise from the agreement between the Parties shall be referred and settled by Retten in Glostrup, Denmark.

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