

PPS A/S – Standard Terms

The terms below apply to all factors to which PPS A/S is a party and may only be deviated from by written agreement.

This applies regardless of what the purchaser, in orders or confirmations, may have stated.

If PPS A/S neglects to react to messages from the purchaser, this cannot be regarded as renunciation of the provisions in these standard terms.

1. Quotes

Quotes are valid for 30 days, unless otherwise stated in the quote. The quoted price excludes VAT and any other charges.

2. Cancellation of concluded agreements

Whole or partial cancellation of orders or other concluded agreements is only accepted following detailed agreement and any payment of accrued costs.

3. Complaints/returns

Purchasers must inspect goods from the seller immediately on delivery. If the purchaser wishes to cite a deficiency, the purchaser, immediately after the deficiency has been discovered or should have been discovered, must inform the seller of this in writing, as well as indicating the nature of the deficiency. If the purchaser does not make any complaint as above, the purchaser cannot put in a claim relating to the deficiency at a later date.

At the seller's discretion, deficiencies in sold goods will be rectified or the goods replaced at the seller's expense within a reasonable time. If this does not happen, the purchaser is entitled to terminate the agreement, demand a discount on the purchase sum or demand compensation.

Non-standard goods cannot be returned, although PPS A/S does not renounce the right to invoke retention of ownership. Spare parts in unused, undamaged condition and in their original packaging may be returned in exceptional circumstances by agreement on payment of a handling fee of 25 %, minimum DKK 200.

4. Payment

Unless otherwise agreed, payment must be made as follows: The payment deadline is normally 30 days net.

For larger deliveries and repairs, i.e. where the expected total exceeds DKK 50,000, PPS A/S is entitled to demand monthly payments on account based on consumption of materials and working hours.

The purchaser is obliged to make any payment to the seller as if the delivery has been made on time, if delivery is delayed due to the purchaser's circumstances.

5. Delayed payment

If payment is not made by the due date, penalty interest of 2 % per month or part thereof will be payable for as long as the payment delay continues.

The purchaser is not entitled to withhold payment due to any counterclaims that PPS A/S has not recognised.

6. Retention of ownership

Products supplied remain the property of PPS A/S until full payment has been made. This applies to all products – including standard products.

7. Compensation

PPS A/S's financial obligations resulting from any delays or deficiencies may not, under any circumstances, exceed a sum corresponding to the invoice price for the products supplied.

PPS A/S renounces all responsibility for indirect loss and consequential damage, including – but not limited to – loss of earnings, loss of use, operational loss, loss of interest or losses resulting from operational stoppages.

8. Product liability

PPS A/S may only be held responsible for damage caused by PPS A/S to the extent this is statutorily prescribed in the Danish Product Liability Act (Act no. 371 of 7 June 1989 with subsequent amendments).

PPS A/S's overall liability for product damage is limited to DKK 2,000,000 per claim. PPS A/S is in no way liable for operational loss, loss of earnings or other financial consequential losses.

PPS A/S and the customer/purchasers are under a mutual obligation to submit to proceedings at the court or court of arbitration which hears claims for damages brought against either of them on the basis of damage or loss which has allegedly been caused by the delivery. However, the mutual relationship between the customer/purchasers and PPS A/S shall be settled pursuant to the venue rule in point 11.

9. Force majeure

PPS A/S is not responsible for factors and circumstances over which

PPS A/S has no influence and which impede fulfilment of the agreement or make it unreasonably burdensome

This also applies to circumstances that may have commenced prior to conclusion of the agreement, but which PPS A/S was unaware of or could not have predicted the consequences of.

Such circumstances include war, fire, strike, currency restrictions and riots, but are not limited to these.

The above also applies if missing delivery or delay due to the above circumstances is asserted by a supplier.

10. Special terms

A. Takeover of deliveries

Purchasers are regarded as having taken over the delivery once PPS A/S has informed the purchaser that the delivery is ready for takeover, at which time the risk for the delivery transfers to the purchaser. However, the fact that minor adjustments and additions of operational significance will subsequently be made to the delivery will not prevent acceptance taking place. Prior to takeover of the delivery, the purchaser is not entitled to make use of it, or any part of it. If the purchaser uses the delivery or any part of it prior to takeover without the consent of PPS A/S, the purchaser will then be considered as having taken over the delivery.

B. Delivery time

The delivery is deemed as delivered on the day on which PPS A/S states that the delivery is ready for takeover.

The delivery time will be extended if there is a delay as a result of force majeure circumstances, see point 9, or as a result of the purchaser's or the purchaser's supplier's circumstances.

The provision above applies regardless of whether the reason for the delay commences before or after the originally agreed time of takeover.

C. Repairs and assembly

The customer/purchaser has responsibility to PPS A/S for ensuring that assembly can be completed under conditions in compliance with applicable legislation and regulations relating to the working environment at the place of installation.

The customer/purchaser must also provide, free of charge, satisfactory cloakroom facilities, washing and eating facilities for installation personnel at or near the place of installation.

The customer/purchaser must ensure that the necessary safety measures are paid for. Unless otherwise agreed, the purchaser must make preparations for the work at its own expense and in a professional manner, including: concrete work, foundations and similar construction work, as well as feeding pipes, electrical cables and other necessary connections, unless otherwise agreed.

Preparatory work must be concluded before PPS A/S arrives at the place of installation. Foundations and other surfaces must be ready to bear the load for which they are intended.

11. Employee clause

The customer/purchaser is not entitled, without the written consent of PPS A/S, to employ or otherwise associate with PPS A/S' current or former employees who have carried out work for the customer/purchaser.

This applies for 12 months after the employee last carried out work for the customer/purchaser.

In the event of breach of this provision, the customer/purchaser must pay PPS A/S compensation of DKK 250,000 per incident. Such a fee is due for immediate payment.

12. Disputes

Any disputes resulting from the agreement and all associated contexts shall be settled by arbitration in accordance with the rules of arbitration applicable in Denmark.

The President of the Maritime and Commercial Court will appoint an arbitrator at the request of the parties.

PPS A/S reserves the right to have disputes settled by the ordinary courts if it is not possible to bring an arbitration case for practical or theoretical reasons. In such cases, the venue for the parties will be the Court in Hillerød.

This English translation is based on the attached Danish standard terms. In all instances, the Danish terms take precedence.

Valid from 1 January 2008.