

PPS A/S – Standard Terms

The following terms apply to all matters in which PPS A/S is a party and can only be deviated from by written agreement.

This applies regardless of what the buyer - in order or confirmation - may have stated.

If PPS A/S neglects to react to messages from the buyer, this cannot be considered as a waiver of the provisions in these standard terms.

1. Quotes

A quote is valid for 30 days unless otherwise stated in the quote. The quoted price excludes value-added tax (VAT) and any other taxes.

2. Cancellation of concluded agreements

Full or partial cancellation of orders or other concluded agreements is only accepted after further agreement and possibly against payment of incurred costs.

3. Complaints/returns

Buyers must inspect goods from the seller immediately upon delivery. If the buyer wants to invoke a defect, the buyer must, immediately after the defect is or should have been discovered, give written notice to the seller and state the nature of the defect. If the buyer does not complain as stated, the buyer cannot later assert the defect.

At the seller's choice, defects in the sold goods will be rectified or replaced at the seller's expense within a reasonable time. If this does not happen, the buyer is entitled to cancel the agreement, demand a reduction in the purchase price, or demand compensation.

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

4. Payment

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

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 buyer is obliged to make any payment to the seller as if the delivery had taken place at the agreed time, even if delivery is delayed due to the buyer's circumstances.

5. Delayed payment

If payment is not made by the due date, penalty interest of 2% per month is charged for as long as the payment delay continues.

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

6. Retention of ownership

Delivered goods 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 in connection with delays or deficiencies can in no case exceed an amount corresponding to the invoice price for the delivered goods.

PPS A/S renounces any liability for indirect losses and consequential damages, including – but not limited to – lost profits, loss of use, operational loss, loss of interests or losses resulting from operational disruptions.

8. Product liability

PPS A/S can only be held responsible for damage caused by PPS A/S to the extent this is mandatory under the Danish Product Liability Act (Act no. 371 of 7 June 1989 as amended).

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

PPS A/S and the customer/buyer are mutually obliged to submit to proceedings at the court or court of arbitration that deals with 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/buyer and PPS A/S shall be settled pursuant to the venue rule of article 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 occurred 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, but are not limited to, war, fire, strike, currency restrictions and unrest.

The above also applies if delivery is missing or delayed from a supplier, due to the above circumstances.

10. Special terms

A. Handing-over of deliverables

Buyers are regarded as having taken over the deliverable once PPS A/S has notified the buyer that the deliverable is ready for handing-over, at which time the risk of the deliverable passes to the buyer. However, the fact that minor adjustments and additions of no operational significance will subsequently be made to the deliverable will not prevent acceptance taking place. Prior to handing-over of the deliverable, the buyer is not entitled to make use of it, or any part of it. If the buyer uses the deliverable or any part of it prior to handing-over without the consent of PPS A/S, the buyer will then be considered as having taken over the deliverable.

B. Delivery time

The deliverable is deemed as delivered on the day PPS A/S notifies that the deliverable is ready for handing-over.

The delivery time is extended if there is a delay due to force majeure circumstances, cf. article 9, or due to the buyer's or the buyer's supplier's circumstances.

The provision above applies regardless of whether the reason for the delay occurs before or after the originally agreed time of handing-over.

C. Repairs and assembly

The customer/buyer is accountable to PPS A/S to ensure that assembly can be completed under conditions in compliance with applicable laws and regulations relating to the working environment at the place of installation.

The customer/buyer must also, free of charge, provide satisfactory wardrobe, washing and eating facilities to the installation personnel at or near the installation site.

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

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

11. Employee clause

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

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

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

12. Disputes

Any disputes resulting from the agreement and everything related to it shall be settled by arbitration in accordance with the rules of arbitration applicable in Denmark.

The President of the Maritime and Commercial Court in Denmark shall appoint an arbitrator upon 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 conduct an arbitration for practical or theoretical reasons. In such cases, the parties have exclusive jurisdiction in the Court of Hillerød, Denmark.

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

These standard terms are valid from 1 January 2008.