

Thyborøn Skibssmedie (Thyborøn Trawldoors) A/S
General Terms of Sale and Delivery

1.0. General

1.1 Unless otherwise agreed in writing, these general terms and conditions of sale and delivery apply to all deliveries from Thyborøn Skibssmedie (Thyborøn Trawldoors) A/S. Thyborøn, Denmark (the seller) to the Buyer.

the delivered goods will be credited to the Buyer. Repairment and redelivery shall take place at the Sellers place of business. The Sellers normal rates will be charged for further transport and expenses if repairment or redelivery is performed at another place of business other than the Sellers, according to the parties' specific agreement.

2.0. Offer

2.1 A written offer from the Seller that does not state a deadline for acceptance, will lapse if an absolute acceptance from the Buyer has not been received by the Seller within (30 days) from the date of the offer.

7.3 If the Buyer does not complain about a defect within 3 months of the date of delivery, the Buyer cannot later complain about the defect.

3.0. Prices

3.1 Unless otherwise agreed all prices are given in Danish Kroner (DKK) excluding Value Added Tax, Freight, taxes, duties and other charges.

8.0. Retention of Title

8.1 The delivered goods remain the Seller's property until the entire purchase price has been paid, to the extent that such retention of title is valid under the laws of the country where the Buyer is resident.

4.0. Payment

4.1 Payment shall be made on due date. Interest is charged for late payment at a rate of (2%) per each new month begun after payment fell due. Failure by the Buyer to comply with the payment conditions is a material breach of the contract that entitles the Seller to suspend further deliveries, and to demand immediate payment of every amount due to it irrespective of whether a period of credit had been agreed.

9.0 Limitation of Product Liability

9.1 The Sellers limitation of liability is reduced to direct loss and is under no circumstances liable to the Buyer for loss of profit, lost savings or other indirect losses of damages, including financial losses.

9.2 The Seller is under no circumstances liable to the Buyer if the products are used inexpedient or wrong.

5.0. Delivery and Insurance

5.1 Unless otherwise agreed in writing, delivery shall be deemed to have occurred Ex Works (Incoterms 2010), Thyborøn Skibssmedie (Thyborøn Trawldoors) A/S, Thyborøn, Denmark.

5.2 Regardless of the shipping method and conditions the Seller keeps the right of insurance until the goods are sent and delivered to the Buyer or until payment is received – whichever is the last occurring.

10.0. Force Majeure

10.1 The Seller is not liable for any failure to fulfill his obligations which are a result of circumstances which are out of the Sellers control, for example, but not limited to; strike, walkout, blockade, lockout, delayed or defected delivery from a subcontractor, war, civil disturbances, fire, weather or natural disaster, lack of transport resources or accident under transportation, exchange rate restrictions, and ban on import or export.

6.0. Time of Delivery

6.1 The time of delivery is fixed by the Seller in accordance with his best estimate, based on the circumstances at the time the offer was made and / or the agreement was made binding. Delivery is compliant when the goods are completed and sent to or held ready at the Buyers disposition within the given time allotment.

11.0. Choice of Law and Jurisdiction

11.1 Disputes between the parties shall be decided by the Town Court in Holstebro, Denmark and Danish Law shall be applicable, with the exception of an evaluation of a dispute concerning retention of title (c.f.§8). Procedural Law referring to foreign law and The United Nations Convention on Contracts for the International Sale of Goods (CISG) will not be applicable.

7.0. Defects and Complaints

7.1 If the Buyer wants to complain about a defect, the Buyer shall immediately after the defect is or ought to have been discovered, inform the Seller accordingly, with information as to the type of the defect.

7.2. Defects in the delivered goods will be repaired, redelivered, or the purchase price for