

Terms of sale and delivery

Failing written agreement to the contrary, Heat-com corporation A/S shall make all deliveries on the following terms despite any opposing or deviating conditions in the order or acceptance issued by the buyer.

Definitions:

The Seller: Heat-com corporation A/S wishing to sell its products.

The Buyer: The physical and legal entity who is liable and buys the seller's products.

The Products: The products specified in order confirmations or any other document from the context of which it appears that also units, parts or accessories are included.

1. Prices:

All prices are exclusive of VAT and any other costs. Reservations are made for changes to prices offered both before and after acceptance in consideration of changes to prices of materials, prices from sub-suppliers, changes to excise duties and exchange rates, changes to wages and salaries, and other changes. Deliveries which are not covered by binding offers made, will be made at the price on the date of delivery. If the nature of the delivery is changed, or if the seller's costs are increased in any other way because of circumstances which can be referred to the buyer, reservations are made regarding an adjustment of the price quoted.

2. Times of delivery:

If no agreement has been made to the contrary, delivery shall be made as soon as possible. The seller's statement of time/date of delivery shall, however, only be considered as being expected times/dates of delivery. The time of delivery stated is subject to force majeure. Thus, the buyer shall not be able to claim compensation for costs or losses caused by delayed times of delivery.

3. Terms of delivery:

Delivery shall be considered as being made when the article has been handed over to the buyer or an external carrier, unless otherwise stated in the order

confirmation. For deliveries to a value of less than DKK 500.00, a service charge of DKK 150.00 shall be calculated. Insurance of the buyer's risk regarding transport shall only be taken out by the seller if this has been agreed in writing.

4. Payment and interest

In the absence of any other agreement, payment shall be made COD or 30 days net. If payment is not made on the due date, the seller shall be entitled to interest, at present 2 % per month or fraction thereof, on the amount owing calculated from the due date. The buyer shall not be able to withhold payment regarding counterclaims against the seller unless this has been acknowledged.

5. Reservation of title

The seller shall retain the title to the products until the entire purchase sum has been paid.

6. Returning:

Returning of goods which are held in stock shall only be possible when such goods have been purchased from the seller, are undamaged and in original, intact sales packaging. Any transport costs in connection with returning goods shall be covered by the customer. When goods are returned, the following information shall always be included:

- Account number
- Article number & EAN number
- Amount
- Invoice number
- Reason for returning (return, exchange or sample)

A return deduction shall be calculated according to the table below

Articles without the above information can only be returned according to prior agreement and against a fee of at least 15 %, just as transport costs in connection with the returning shall be covered by the customer.

Deduction for returning:

Deduction for returning shall be calculated on the basis of the following table:

Returning	Return deduction
0-7 days from date of delivery	5 %
8-90 days from date of delivery	10 %
More than 90 days from date of delivery and only according to prior agreement	15 %

The maximum basis for the calculation shall be the value of the article exclusive of VAT at the time of delivery. Return orders to a value of less than DKK 200 shall not be credited.

Special goods and specially procured goods which are not carried in stock

Returning the above goods shall normally not be possible. If the customer wants to return a special or specially procured article which is not stocked, this shall only be possible against prior, written agreement with the seller and subject to acceptance by the supplier. The goods shall only be credited when the supplier has credited the seller. Any return deductions from our supplier shall be set off by crediting.

Customized products

Customized products shall not be returnable.

Obsolete articles

Articles which are damaged, in broken packaging, or in other ways unmarketable, shall not be returnable.

7. Complaints:

The buyer shall be obliged no later than on receipt to carry out a thorough examination to determine if the material is as contracted for.

The buyer shall be obliged to complain about shortages or visible defects in writing towards the seller within seven days of the receipt of the delivery. The buyer shall not at a later time be entitled to claim shortages or defects which could be established at the above examination. The buyer shall be obliged to cover the seller's costs in connection with complaints to the extent that such complaint is unjustified.

The product complained about shall be returned to the seller, stating defects and shortages, including date of installation and commencement of use.

7a. Repairing of defects and shortages:

Articles which within 12 months of delivery turn out to have defects which can be referred back to the seller or which the buyer could not have discovered on delivery, and which are immediately on discovery of the defect and within the deadline stated above, are to be forwarded carriage free to the seller's address.

The seller undertakes to remedy any shortages in connection with the goods delivered through repair or replacement at the seller's option. The seller's above obligation to remedy or replace shall thus only cover labour costs and materials directly involved in the seller's obligation. The obligation shall depend on the buyer proving that the material delivered is defective, including documentation that the material has been stored, installed and used correctly and in accordance with the instructions given (delivered) by the seller, however always observing ordinary, good, professional standards for use and installation, cf. item 7c.

The seller shall only be responsible for ensuring that the goods delivered are sufficient and/or suitable for the buyer's tasks as far as capacity and other aspects are concerned to the extent that the seller has carried out dimensioning, etc., and to the extent that the buyer documents that the information provided by the buyer regarding the buyer's requirements is correct and sufficient.

The seller shall under no circumstances be responsible for advice, dimensioning and other aspects of projecting carried out by a third party.

7b. Construction:

The seller only has experience with the manufacturing of the seller's own products, not necessarily with their use. Consequently, the buyer undertakes full responsibility for the suitability of the products for the buyer's field of application. Thus, the buyer shall be responsible for testing the seller's product before mounting into the construction in which the seller's product is to be included. Furthermore, the buyer shall be responsible for testing the finished construction after the mounting of the seller's product, before resale.

The seller's information regarding constructions and temperatures are

intended as guidelines and have been stated in accordance with general, current practice and up-to-date professional standards. The seller shall never be liable for third party deviation from this standard and practice.

7c. Installation and user responsibility:

Thus the Seller shall only be responsible for the product delivered by the seller (cf. 6b) Damage caused by overheating or corrosion shall not be included in the seller's responsibility. The seller cannot take responsibility for use contrary to current electrical regulations, the seller's instructions for installation and operation, or use which is not in accordance with general, professionally correct principles.

8. Liability for damage caused by the goods delivered:

The seller's liability shall be determined in accordance with NL 85 (36) as follows: The seller shall only be liable for injury if it is proved that the injury is due to errors or omissions committed by the seller or others for whom the seller is responsible. The seller shall not be liable for damage to real and personal property occurring while the material is in the possession of the buyer. Nor shall the seller be liable for damage to products made by the buyer or to products in which they are included. Otherwise, the seller shall be liable for damage to real and personal property on the same conditions as for injury. The seller shall not be liable for operating loss, loss of profits or any other indirect loss. To the extent that the seller may incur product liability towards a third party, the buyer shall be obliged to indemnify the seller to the same extent as that to which the seller's liability is limited according to the previous three sections. These limitations to the seller's liability shall not apply if the seller is guilty of gross negligence. If a third party puts forward a claim against either party for compensation under the present item, such party shall immediately notify the other

party. The seller and the buyer shall be mutually obliged to appear as the defendant before a court of law or an arbitration court hearing the claim for compensation made against either party on the basis of damage claimed to have been caused by the material. The limitations to the seller's liability shall not apply to the extent that this is against mandatory product liability legislation.

9. Product specifications

Regardless of product specifications in offers, brochures, drawings, etc., the seller reserves the right to make amendments within the agreed quality standards.

10. Title

The seller's draft policy paper, drawings, descriptions, models, samples, etc., shall remain the property of the seller and can be revoked at the request of the seller. The buyer shall not be allowed to use or pass on the seller's draft policy paper, drawings, descriptions, models, samples, etc. to a third party without the written permission of the seller.

11. General conditions

To the extent that no other agreement has been made in the present terms, NL 85 shall apply.

Disputes

Any dispute between the seller and the buyer shall as the court of first instance be heard by the court in Middelfart, i.e. according to the legislation in the seller's country. If requested by the seller, a case can instead be heard before the Western High Court or by the Copenhagen Maritime and Commercial Court.

Revised on 1 December 2008