

General Terms and Conditions of Payment and Delivery for Lime Products from Faxekalk

Scope of Cover

The present General Terms and Conditions of Payment and Delivery shall apply, unless otherwise modified by written agreement between the parties.

Quotation

Quotations shall remain open for thirty days from date of the quotation.

Prices

All prices are current prices.

Where firm prices are quoted, they shall apply only within the time limits stipulated for acceptance and for delivery.

Hardship Clause

Should a significant increase in the energy-related manufacturing costs of the subject products of contract occur during the contractual term, Faxekalk reserves the right to readjust the contracted prices by an amount equivalent to the actual cost escalation.

Such price increase will remain in force for the duration of the extraordinary circumstances.

Taxes and Duties

All direct or indirect taxes and duties/fees (excl. corporate income taxes) currently imposed due to extraction, processing, manufacturing, sale or delivery of products from Faxekalk to buyer under the current agreement (incl. taxes on energy consumption, CO₂ - emission or other green taxes) shall be for the buyer's account and will be included in the invoice amount.

Any increase in current taxes, duties/fees or the introduction of new taxes shall be re-invoiced buyer with effect from the date of coming into force, without re-negotiation or amendment of the current agreement.

Descriptions and Samples

To the extent practicable, the quality of the products shall meet the normative standards stated in product sheets, advertisements, pricelists, etc. As all products are based on natural materials, Faxekalk cannot assume any liability for the observance of specific qualities or specifications save as varied by express agreement.

All samples shall be regarded as type samples.

Passing of Risk

The risk for the supply shall pass to buyer pursuant to the International Rules for the Interpretation of Trade Terms, published by the International Chamber of Commerce, Paris. (INCOTERMS 2010).

Return Goods

Faultless goods can only be returned following prior agreement and subject to buyer paying any costs involved herewith. Acceptance of returned goods is subject to a 10 percent service charge.

Delivery Time

Where any delay in delivery is due to an act or omission attributable to buyer, the delivery time shall be prolonged to the extent, to which this is deemed reasonable under the circumstances.

Should buyer wish to expedite delivery, this will only be effected, if seller is in a position to deliver.

Should buyer wish for a postponed delivery, seller might either complete delivery before expiry of the originally agreed deadline, or postpone the final date of delivery for the supplies proportionally.

Payment

Where no special terms of payment have been agreed upon, payment shall be effected within thirty days after the date of invoice.

Where payment is not effected in due time, seller shall be entitled to charge interest at 1.5 % per month until payment is made.

Where, in seller's opinion, buyer's capability to pay deteriorates substantially after the conclusion of the contract, seller shall be entitled to claim cash payment.

Liability for Defects

Seller shall remedy all defects, which are due to faulty production or materials, subject to the guidelines set forth below:

- a) Seller's liability shall extend only to defects ascertained within twelve months of the date of delivery.
- b) Weights in bills of lading, delivery notes etc. shall be the weight upon loading ascertained on belt weigher or weighbridge.
- c) The following weight tolerances shall be deemed acceptable: Delivery in
bulk: $\pm 1,0\%$ each 1,000 kg weighed.
sacks: $\pm 0,5\%$ each 1,000 kg weighed.
- d) Liability for damage or injury or loss arising out of defective goods supplied shall be limited to the value of the goods including transport charges, where no other maximum amount has been agreed upon.
- e) Complaints shall be made by registered letter to the main offices of Faxekalk accompanied by a sample. Any complaints must be made without delay, and buyer may not dispose of the consignment complained about or parts thereof until an agreement has been made in this respect.
- f) Once the risk for a supply has passed to buyer, seller's liability shall not extend beyond the defects mentioned in items a) to e) above. This applies to any loss, which the defects might cause, e.g. consequential loss, loss of profit and any other indirect loss. This limitation in seller's liability shall not apply, where he has been grossly negligent.

Liability for Tort (Product Liability)

Faxe Kalk shall be liable for personal injury only, where it is proven that the injury is due to fault or negligence on the part of Faxe Kalk or their agents or servants.

Faxe Kalk shall not be liable for damage to real or personal property occurring while the supply is in buyer's possession, nor shall we be liable for damage to products manufactured by buyer, or damage to products, of which they form a constituent part. In other respects, Faxe Kalk shall be responsible for damage to real and personal property on the same terms and conditions that apply to personal injury.

Faxe Kalk shall not be responsible for consequential loss, lost earnings or any other indirect loss.

In the event that Faxe Kalk shall be imposed a product liability towards any third party, buyer shall indemnify Faxe Kalk to the same extent, as Faxe Kalk's liability is limited pursuant to the preceding three clauses.

Where any third party shall advance claims for liability, such party shall forthwith notify the other party accordingly.

Seller and buyer shall be under a mutual obligation to allow for legal proceedings in the court of law dealing with the claim for damages brought against either of them on the occasion of damage or injury claimed to have been caused by the supply. However, the relation between buyer and seller shall always be settled as stated below under "Litigations".

Such limitations in seller's liability shall not apply, where he is guilty of gross negligence.

Delivery Obstructions

Faxe Kalk shall not be liable for any default of commitments due to Acts of God or other cases of force majeure, war, riots, civil commotion, government interventions, fire, strike, lock-out, export and/or import ban, lacking, defective, short or delayed supplies from sub-contractors, shortage of labour, fuel, locomotive power, accident during production or testing, mobilization or unforeseen military recruitment, foreign exchange control, shortage in means of transport, shortage of power, general shortage of goods, or any other reason whatsoever beyond seller's control and liable to delay or prevent production and delivery of the goods.

Where delivery free of defects or in due time shall be temporarily prevented by one or more of the above circumstances, the time of delivery shall be postponed for a period of time equal to the persistence of the hindrance, and supply at the delivery time thus postponed shall for all purposes be deemed to be delivery on time.

Where the hindrance of delivery on time is anticipated to prevail for more than three months, seller shall, however, be entitled to cancel quotations.

The party desirous of pleading any of the above mentioned hindrances of delivery shall forthwith advise the other party in writing of the occurrence and cessation of such hindrance.

Extent of Liability for Damages

Where a party is ordered to pay damages to the other, the damages shall cover only such damage as the guilty party could reasonably have foreseen upon the conclusion of the contract, and in case of any indirect damage, only the circumstances mentioned under item f), of the clause on "Liability for Defects", and under "Liability for Tort".

The party claiming default shall take all necessary measures to limit any damage to the extent possible without incurring any unreasonable costs or inconvenience. Failing this, the other party can claim reduction on the compensation amount.

Litigations

Any litigation arising out of the foregoing shall be heard before the Copenhagen Maritime and Commercial Court and shall be settled under Danish law like any other dispute arising out of the contract.