

"DIRECT SALES"

All offers are valid only upon immediate accept, when nothing else is stated, and are given according to the sales and delivery terms below and the sales and delivery terms of the delivering works.

All orders are accepted subject to the acceptance of the works of the prices and conditions of this sales note and the sales terms of the delivering works.

The seller reserves the right to adjust the price in case of increase of terminal and transport costs, insurance, duties, taxes, fees, etc., which might occur after the entering of the purchase agreement. This also applies in case of the price measures of foreign, Danish or EU authorities, including the setting of binding minimum prices as well as antidumping duties, countervailing duties or other special duties, taxes, etc.

In case of extraordinary costs due to disruption or block of transportation ways, seller has the right to raise the price accordingly.

The buyer is obliged to make sure that the technical data and the material match his needs.

If the material has not been ordered according to a standard or with a stated quality description, the material will be delivered in the usual commercial quality without responsibility for special quality requirements.

Certificate is only enclosed according to agreement. The seller makes sure that the certificate covers the delivered steel but does not check up on the information in the certificate.

The delivered total amount is subject to a margin of plus/minus 10 % of the specified amount.

The weighing of the works forms the basis of the invoice.

The time of delivery is calculated from the point of time, where all questions regarding the delivery have been clarified, and the order has been accepted by the works. In case the seller learns that the delivery will be substantially delayed, the seller is obliged to inform the buyer hereof, if possible stating the expected time of delivery.

Cancellation of the order due to delayed delivery can only take place, if the works consents.

In case of delay due to circumstances beyond the control of the seller, such as labor dispute, fire, war, commissions, impoundment, disputes and disturbances, motive power restrictions, currency restrictions, shortage of goods, extraordinary measures from the authorities or the EU or the like, the delivery time is extended correspondently. In case one of the above conditions prevents or seriously complicates delivery, the seller is entitled to cancel the order to the same extents as the works, and the seller is thus not obliged to place the order elsewhere.

The buyer must examine the goods immediately upon receipt. In case the buyer is of the opinion, that the delivery is faulty or insufficient, he must notify the seller hereof no later than 8 working days after the delivery.

Upon acknowledgement of the complaint, the goods are exchanged or credited according to the choice of the seller and in accordance with the sales terms of the works. The seller is not responsible for any loss, freight, etc, in connection with this.

Complaints do not justify the buyer stopping payment for other deliveries.

The seller is not responsible for delay or defects, as any claim for compensations must be aimed at the works. The seller assists the buyer communicating with the works in case of a claim for compensation.

Claims for compensation aimed at the seller can only be acknowledged, if they are due to intentional or negligent actions of the seller, and the liability of the seller does not include operating loss, loss of earnings or other indirect losses.

Claims for compensation for damages caused by the properties of delivered items (product liability) are handled according to the current Danish legislation in force at any time. The liability does not include operating loss, loss of earnings or ether indirect losses.

If the terms of payment are not observed, the buyer is obliged to pay interests of the amount payable according to agreement or usual practice.

If the terms of payment are not observed, this is considered to be a material breach of contract and the seller has the right to stop further deliveries and to claim all amounts, due or not due, paid immediately, and the seller must be held indemnified.