

Sales and delivery terms for Ultraaqua A/S

1. Introduction

The following terms of sale and delivery shall apply to all dispatches made by Ultraaqua A/S, unless expressly varied in writing.

2. Drawings, descriptions and samples, etc.

All specifications and information on price, dimensions, capacity, properties, composition, technical and other data stated in catalogues, advertisements and price lists, etc. are approximate and are only intended as a guide. Such information, which may at any time and without notice be changed by Ultraaqua A/S, shall therefore be binding only in so far as it is expressly stated in the purchase agreement.

In the event of the construction or specifications, etc. for a unit sold by Ultraaqua A/S being changed prior to the time of delivery, Ultraaqua A/S shall be entitled to deliver the unit with the construction or the specifications, etc. now applicable provided that the unit has not thereby - according to an objective evaluation - been impaired.

All samples delivered by Ultraaqua A/S shall be regarded solely as type samples so that Ultraaqua A/S is not responsible for all units delivered corresponding to the samples unless this has expressly been agreed upon in the purchase agreement. What is stated in point II.1 shall, moreover, apply to the samples.

3. Import licenses etc.

The Purchaser is responsible for the application for, and obtaining of any Import License etc., which may be necessary for the importation of the Goods ordered. In the event of a License not being obtained and a copy received by our Company, two weeks before the date of dispatch agreed, we reserve the right to cancel or postpone shipment of the order without further notice.

4. Packaging

Unless otherwise agreed in writing, the prices quoted are exclusive of packaging or other protection for shipment, which, under normal transportation conditions, is required to prevent damage or deterioration of the articles until they arrive at the destination stated in the order.

5. Shipment

Unless otherwise agreed in writing, articles are sold ex-works and the method of shipment is selected, when not stated in the order, according to our best judgment and without responsibility for freight differences, which may occur. Unless it has been agreed in writing to the contrary, the date at which the risk is transferred is fixed according to the international rules of interpretation of commercial expressions (Incoterms) made out by the international Chamber of Commerce, valid at the time of acceptance of the order. Complaints of consignments must be made within 8 days from receipt of articles.

6. Insurance

Ultraaqua A/S will insure the supply only to the extent stated by the Buyer in writing and the insurance will be made for the account of the Buyer. Ultraaqua A/S shall be notified of all damage to or missing parts of the supply immediately after the Buyer has become aware of such damage or missing parts and under any circumstances immediately after receipt of the goods and such notification shall be accompanied by a declaration in this respect from the carrier.

7. Date of dispatch

Unless otherwise agreed in writing, confirmation of an order will be sent, stating estimated date of dispatch, according to our best judgment. We take no responsibility for any consequential losses due to late dispatch, and such late dispatch shall not entitle the Buyer to cancel or rescind the contract.

8. Number of articles

On supplying we take the right to increase or reduce the number ordered up to 5 per cent.

9. Prices

Goods are normally supplied at prices as stated in quotations and order acknowledgements. All prices are how ever subject to alteration without notice and the price to be charged will be that ruling at the date of dispatch. Errors and omissions in acknowledgements are subject to correction. All prices stated in Ultraaqua A/S' offer or order confirmation is based on the exchange rates presupposed by Ultraaqua A/S. In the event of changes in exchange rates, etc., Ultraaqua A/S reserves the right to increase the price where the exchange rate on the date of payment changes by more than 0.25% as compared to the exchange rate mentioned above. All prices stated in Ultraaqua A/S' written material, including the order confirmation and the offer, are exclusive of VAT, duties, packaging and delivery.

10. Ownership

The ownership of the goods delivered together with all accessories shall remain with Ultraaqua A/S or the party to whom he has assigned ownership until the whole purchase price together with interest and costs has been paid in full to Ultraaqua A/S or to the party to whom he has assigned ownership in so far as such retention of title is possible.

11. Returned goods

Articles may only be returned with our permission, and then on a carriage paid basis and after a deduction as agreed upon on the invoiced price. Returned goods not increasing DKK 50.00 in value, will not be credited. In the case of nonstandard articles or articles that have deteriorated in their condition since delivery, we reserve the right to make extra deduction.

12. Warranty

Articles shown to have a manufacturing defect are exchanged or replaced free of charge when returned to our Works within a period of one year from the date of dispatch. The warranty is only valid on condition that the defect is due to faulty workmanship or material and has not been subject to mishandling, poor maintenance, neglect or other abnormal conditions causing wear and tear.

The warranty is strictly limited to the replacement of the defective part only and no liability or responsibility is accepted for loss or damage to persons, other equipment, goods or property, loss of production time, profit or any other loss without written agreement.

There is no warranty on quartz glass tubes and UV-lamps due to their sensible nature. However, all UV-lamps are tested for correct performance prior to shipment.

13. Freedom from responsibility

The company cannot take responsibility for delays, cancellations or other problems resulting from working conflict and other similar circumstances of which the parties are not in control such as fire, war, mobilization or unforeseen military calling of corresponding extent, requisition, confiscation, currency restrictions, revolts and disturbances, lack of means of transport, general shortage of articles, rejection of greater works, restrictions of motive power and defects of deliveries from sub suppliers or delay of such deliveries being due to some of the circumstances mentioned under this item.

14. Re-export

The goods cannot be re-exported without written agreement.

15. Payment

In the absence of any agreement to the contrary, Ultraaqua A/S' terms of payment are cash against transfer of the supply to the Buyer. In the case of delivery elsewhere than at Ultraaqua A/S, the purchase price shall be collected C.O.D. Any later payment shall be regarded as overdue payment. Cash orders and bills of exchange shall not be regarded as payment until full discharge of these has taken place.

Upon any overdue payment - also in the case of any respite granted - Ultraaqua A/S shall be entitled to calculate default interest from the invoice date at the interest rate fixed by Ultraaqua A/S in this respect at any given time, currently 1.8% per month or part of a month.

16. Advice instructions and service

In the event of Ultraaqua A/S, whether a fee is paid to Ultraaqua A/S or not, providing technical advice, instructions or service to the Buyer and irrespective of the nature hereof, Ultraaqua A/S shall not be liable for such advice, instructions and service and for any consequence hereof.

The above provision shall also apply where it is a question of advice, instructions and service, e.g. in connection with operational disturbances, defects or deficiencies and the Buyer has, as a consequence hereof, purchases made from Ultraaqua A/S or a third party of other products, spare parts, equipment and/or accessories and has these installed or has specific repair works performed.

17. Other provisions

The terms shall apply to every sale made by Ultraaqua A/S. This shall apply also even though the Buyer has during negotiations preceding the purchase or in the Buyer's tenders or in the Buyer's confirmations of the purchase in relation to Ultraaqua A/S stated any other conditions for the purchase as all such conditions are regarded as having lapsed upon Ultraaqua A/S' final acceptance of the purchase, unless Ultraaqua A/S expressly states the individual conditions in his final acceptance which imposes on Ultraaqua A/S other or differently worded conditions that will in the concrete case place Ultraaqua A/S in a less favorable position than would be the case on the basis of the terms stated in the present "Terms of sale and delivery for exported goods of the company Ultraaqua A/S, Aalborg, Denmark."

Any errors, including errors in writing and typing errors in Ultraaqua A/S' written material, including correspondence, order confirmations, invoices and the material mentioned in point II.1, shall not be binding on Ultraaqua A/S and no claim can be advanced against Ultraaqua A/S as regards such errors.

4. Irrespective of the provisions of the purchase agreement, the following shall apply: (a) minor deviations as regards material, color or the like shall not entitle the Buyer to advance any claim against Ultraaqua A/S and, likewise, the Buyer shall not be entitled to advance any claim against Ultraaqua A/S on account of the goods sold having received marks, scratches, dents, etc. - e.g. during handling at Ultraaqua A/S or during transport.

(b) Ultraaqua A/S shall have no liability as to whether the goods purchased - whether these are new units, constituents of new units or used units - are suitable for the use that the Buyer intends to make of them, including whether the goods purchased can be adapted to or used together with machinery and in general other goods, units, installations or technical equipment that do not originate with Ultraaqua A/S unless anything to the contrary has expressly been guaranteed by Ultraaqua A/S in the purchase agreement. 5. Unless Ultraaqua A/S has individually in the order confirmation expressly given a separate declaration to the effect that the units included in the supply are original products, Ultraaqua A/S shall be entitled to fulfill the sales agreement through delivery of non-original products that are equal to original products. The part number in Ultraaqua A/S written material serves only as internal identification for Ultraaqua A/S.

18. Venue

All disputes arising as a result of the purchase agreement and provisions attached to the purchase agreement as well as disputes concerning legal matters mentioned therein or resulting there from together with any consequences thereof shall, according to the choice of Ultraaqua A/S, be settled either at the Court of Aalborg or at the venue of Ultraaqua A/S.

Only Danish law shall be applicable.

ULTRAAQUA A/S