

Sales and delivery conditions for O.H. Industri A/S

1. Application and agreement conditions

For all orders and agreements regarding delivery from OH, these sales- and delivery conditions apply supplementary to additional lawful regulations to the extent that they are not departed from OH's order confirmation or in the present sales and delivery conditions.

For agreements regarding shipments, OH's order confirmation is valid regarding sales and delivery conditions and laws for governing purchase in named priority.

2. Entering of agreements

OH issues order confirmations for all orders. The customer has the duty to carefully check the order confirmation. If there should be a mistake in the order confirmation, the customer must object to this at the latest on the date of the order confirmation's stated time, or, in the case that no time stated, at the latest the day after receiving the order confirmation. Otherwise, the agreement for shipment of named products in the order confirmation, is binding and the order will be started in production. In this way OH has no responsibility for possible mistakes in the order confirmation, including product descriptions, types, measurements, colours and others.

OH carries no responsibility that the product can be used as intended by the customer or otherwise has specific properties, qualities or usability, unless it is definitely promised by these sales and delivery conditions, or OH in writing has definitely promised awareness for this.

3. Delivery Conditions and Delivery time

Shipment occurs by ExWorks (Incoterms 2000) from OH's factory in Ikast, unless expressly ordered by a written agreement.

Regardless, OH must arrange transport, the customer takes the full responsibility during transportation, counting from the beginning of the on-loading, and regardless if OH participates in the loading.

Delivery time appears on OH's order confirmation. Delivery time is only intended and not binding from OH unless this is expressly agreed in writing.

OH reserves the right to make partial delivery.

4. Prices, payment conditions and deposit

The price applies for those named products in the order confirmation, and OH reserves the right to invoice the customer for any delivery or other delivered service, there has not emerged clearly on the order confirmation.

The payment is due, unless otherwise agreed in writing, at the moment of delivery. With delayed payment OH has the right to calculate interest at a rate determined by OH; currently 2.0% monthly.

Regardless, OH has the right, even if they have not made a concrete reservation about this, to demand the customer to present a satisfactory guarantee for the full payment commitment including VAT within five (5) workdays, and they have the right to, until such a guarantee is present, refrain from producing the order or keep the delivery on hold.

5. Responsibility for delay

If the stated delivery time is exceeded by ten (10) working days, the customer has the right to the delivery and may appoint a new written deadline for delivery, if the delay is a major disadvantage to the customer.

The deadline, which cannot under any circumstances be less than five (5) workdays, must be reasonable considering the already occurred delay and the reason for this. In case OH does not take reasonable action to ensure delivery within the new appointed time, the customer has the right to cancel the agreement regarding the delayed delivery and require compensation.

OH's responsibility for delay is limited to the invoice value of the delayed delivery or partial delivery.

The preceding limitation of OH's compensation responsibility for delays does not apply if the customer's loss occurs as a result of OH's intentional or gross negligence.

6. Responsibility for defectiveness

OH's responsibility for defectiveness as a result of production or material failure, including twisting and gluing errors, discontinues five (5) years after take over of the project where the delivery is completed. With delivery to stock or further processing or resale, the responsibility discontinues six (6) years from OH's delivery.

Complaints must be in writing when the customer receives the shipment or no later than eight (8) days after delivery and before further processing of the product, otherwise the customer loses his right to complaints for defectiveness.

OH is not for responsible for defectiveness or damage as a result of twisting, cracks in veneer etc, that are caused by (1) customer, (2) by failure during installation, (3) by missing or insufficient maintenance, (4) during transport, (5) by wrong storage or handling of the shipment, (6) by the customer's processing or assembly of the shipment, (7) by influence of weather conditions, sunlight or moisture.

OH refers to "Vinduesindustriens tekniske bestemmelser for fremstilling af vinduer og yderdøre" 6th edition of August 2005 as well as 'Vinduesindustriens håndværker & brugervejledning – vinduer og yderdøre' of April 2005, which will be valid.

OH does not take responsibility for, (1) pine veneer on pine-door-sheets, because there invariably will be cracks and breaks in the veneer caused by fast drying, (2) Door-sheets and panels that are not painted before installation, and (3) pine/mahogany veneer Frisian panels larger than 400 mm in width.

In case of just claims within the complaint period, OH's responsibility is limited to free delivery of a new similar product. Alternatively OH also has the right to make repairs, if OH estimates it can be carried out in secure way. OH does not cover expenses of dismantling the old product, processing the new product, installation of the new product or similar expenses. However for door-sheets OH grants a compensation of DKK 1,000 (exclusive moms) for each door, if the customer can document that the door is delivered and

installed, and the customer does not have or should have discovered the failure before delivery. Otherwise OH does not submit any compensation and refund.

The customer can only call for rights that are expressly stated in the sales and delivery conditions, and cannot otherwise make claims against OH for defectiveness and failure reasons.

The preceding limitation of OH's compensation responsibility for failure does not apply if the customer's delay loss occurs as a result of OH's intentional or gross negligence.

7. Product responsibility

If, as a result of failure with OH's product, a 'Human damage' or damage on things occur, OH is responsible in accordance with the general rules of Danish Courts; additionally, at any time laws about product responsibility being in force.

In case of damage related to profession, OH's compensation is limited to an amount corresponding to the invoicing value of OH's defective product.

With this, OH signs away in widest possible extent any in-court accordance based unentitled product responsibility.

8. General responsibility limitations

OH can never be responsible for operation loss, earnings loss or other indirect losses.

OH cannot in any cases be responsible for loss of failure, delays or other loss, caused by circumstances OH has no influence on, as war, terrorism, vandalism, fire, blockade, import restrictions, export restrictions, political disturbances, strike, lockout, lack of labour or delivery, unusual nature occurrence or similar.

9. Reservations for ownership

The shipment remains OH's ownership, until the purchase price including interest is paid in full. In this way, in case of the customer's failure to fulfill, OH has the right to apply to assert the right to take possession of the goods. If the customer has asked for court protection, is under bankruptcy, starts negotiation for accordance or moratorium or has been proclaimed insolvent, OH in the same way has the right to apply to have the delivery returned.

10. Governing law and venue

An expert's report about OH's shipment shall be appointed in accordance with the rules in "General Conditions for the provision of works and supplies within building and engineering" (AB 92), § 45 (Almindelige betingelser for arbejder og leverancer bygge- og anlægsvirksomhed af 1992) (AB 92), § 45".

Disputes to be solved following Danish Court laws, are conclusive according to Danish Arbitration Institute (Voldgiftsnævnet for bygge- og anlægsvirksomhed) according to AB 92 §47.

This do not exclude, that OH for enforcement of those in point 9 named reservation for ownership, can request a competent Danish Court in the court district, where the shipment is located, to arrange OH to take over possession of the shipment in accordance with enforced rules.