

Terms of Sale and Delivery

- Delivery:** Unless otherwise agreed, the Products shall be dispatched ex works. Forwarding shall be for Purchaser's account and risk.
- Delivery time:** Any delivery time(s) quoted must be regarded as only approximate and subject to confirmation. Claims for compensation and cancellation of orders owing to delayed delivery cannot be recognised. Before OMME has booked orders definitely, reservations must be made with regard to prior sale.
- Acceptance:** **Quotations:** Unless otherwise agreed, quotations shall be valid for immediate acceptance only.
Orders: OMME shall only accept orders in writing.
- Complaints:** Any complaints concerning visible defects and faults must reach OMME no later than 14 days after receipt of the Products. Products shall only be received back by agreement.
- Warranty:** A 1-year warranty shall be provided against defects in workmanship in so far as no other agreement is entered into, after expiration of this period Purchaser cannot invoke hidden defects.
- The warranty period shall be calculated from the date of invoice. Products suffering from a defect in workmanship, which is discovered immediately after the Products are taken into use, shall be exchanged or credited at OMME's discretion, if the defective parts are sent to OMME. Full or partial compensation shall be determined on the basis of OMME's material tests. Further claims shall not be recognised. OMME shall bear no liability for loss of earnings, loss of profit or other consequential losses.
- Attention is drawn expressly to the fact that OMME's warranty does not cover Products, which have been subjected to misuse, overloading, normal wear and tear or the consequences thereof.
- Ownership:** OMME shall retain title to the Products sold, until the purchase price has been paid in full.
- Product liability:** OMME only assumes liability for damage to property, caused by the product (product liability), for which it is found liable. OMME's liability is limited to DKK 1,000,000 per damage event.
- The Purchaser shall indemnify OMME to the extent, that OMME is held liable towards third party for such a damage or such a loss, for which OMME according to the third and fourth paragraph of this point is not liable towards the Purchaser.
- OMME is not liable for damage caused by the Product:
- on real or movable property, which occurs, while the Product is in the possession of the Purchaser
 - on products, which are manufactured by the Purchaser or on products in which they are a part or for damage on real or movable property, which these products cause as a result of the Product.
- OMME is in no cases liable for loss of profits, loss of earnings or other consequential losses.
- The mentioned limitations in the liability of OMME do not apply, if OMME is guilty of gross negligence.
- If a third party puts forward a claim for liability for damages towards one of the parties according to this point, this party must immediately inform the other party about this.
- OMME and Purchaser are mutually obliged to let an action be brought against them in the court of law or arbitration tribunal, which is hearing a claim for damage, which has been advanced against one of them based on a damage or a loss, which is alleged caused by the Product.
- The relations between Purchaser and OMME must, however always, be settled according to the point "Dispute settlement".
- Reservations:** Sales and quotations shall be subject to strike, lockout, operating disturbances, war and all force majeure over which OMME has no control.
- Dispute settlement:** Any disputes between the parties shall be settled by Sø- og Handelsretten (the Maritime and Commercial Court) in Copenhagen. However, if OMME is plaintiff, OMME shall also be entitled to sue the Purchaser before the court having jurisdiction over the place of business of the latter.
- Law applicable:** Danish law is applicable.

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