

## **GENERAL SALES AND DELIVERY TERMS EXPORT**

### **1. Agreement Scope**

Except when otherwise agreed to in writing, the stipulations below apply to all supplies for Mila's customers, and overrule terms written on customers' orders, including reference to customers' general business terms.

### **2. Prices**

Prices stated in our catalogues are ex. VAT. We reserve the right to change our prices without notice.

### **3. Quotations / Orders**

Except when otherwise agreed with the customer, quotations will always be based on current prices valid on the quotation date. Reservation is taken to price fluctuations from date of quotation to date of delivery. All orders are booked at prices valid on date of delivery.

### **4. Delivery**

Stated times of delivery are guide lines only, and express the expected time of delivery for the date when goods are expected to be dispatched from MILA.

All export orders including the Faroe Islands and Greenland - but except orders for Sweden, Norway and Finland - are delivered Carriage Paid to Terminal in Copenhagen.

As regards orders for Sweden and Norway the following terms apply:

All orders to be delivered south of the polar circle and with a total value exceeding DKK 5.000,- are delivered Carriage Paid. Orders with a value under DKK 5.000,- are delivered Ex Works. All orders to be delivered north of the polar circle and with a total value exceeding DKK 10.000,- are delivered Carriage Paid, and orders under DKK 10.000 Ex Works.

As regards orders for Finland the following terms apply:

Orders with a value under DKK 10.000,- are delivered Ex Works. Orders with a value exceeding DKK 10.000,- are delivered Carriage Paid.

A dispatch fee of an amount corresponding DKK 50,- will be applied to orders for a total value of less than DKK 2.500,-

Mila chooses forwarding agent to deliver the goods. MILA does not take any responsibility for delays or damage of goods when this has been caused by events taking place after the goods have been passed on to the forwarding agent. Furthermore, MILA takes no responsibility for delays caused by unforeseeable delivery obstacles or difficulties, including failing or defective supplies from our usual domestic or foreign suppliers, governmentally intervention, export or import prohibition, conflagration, strike, lockout, blockade or other work-force conflicts, and all other conditions that are out of our control and that can delay or obstruct delivery

of goods. We take no responsibility for loss of turnover/profits or other indirect costs caused by delays.

**5. Warranty**

Should an article, or part of it, be defective because of material or production flaws, MILA grants a 12 months' warranty, calculated from the date of delivery, corresponding to the invoiced price for the goods, or MILA can choose to replace or repair the object in question. MILA's responsibility is thus strictly limited to either compensation of invoice value, replacement or repair. Under no circumstance shall MILA be responsible for any indirect or consequential losses, loss of profits, or any third party claims. MILA has no responsibility what so ever, if products are used for other purposes than those described in MILA's sales materials.

**6. Defective Goods**

The customer shall examine the goods as soon as reasonably practicable after delivery. The customer shall immediately notify MILA of any damage, loss or shortage of the goods. Unless the customer so notifies MILA within 8 days after receipt of goods the customer will be deemed to have accepted the goods in satisfaction of the corresponding order. The customer will not be entitled to make any claim against Mila for indirect or consequential loss arising out of the loss, damage or shortage.

**7. Liability**

MILA is only liable for damage caused directly or indirectly on persons or things as a consequence of defects in the goods sold by MILA, provided that the use observes our instructions and general workmanship. Liability of such damage is only recognised if it can be proven that it arises from flaws committed by MILA. MILA is not liable to any indirect or consequential loss/costs, including loss of profits or turnover.

**8. Cancelling of Orders**

MILA is to be informed in writing about a customer's wish to cancel an order. A cancellation request is not accepted until MILA's written acceptance has been given. Should the cancellation request concern goods that are not stock items the order cannot be cancelled unless MILA's supplier grants permission to do so.

**9. Returning of Goods**

Goods can only be returned to MILA after MILA's preceding acceptance. The return is carried through at the customer's expense and cost. Should MILA have accepted to receive a return shipment, the goods must be delivered in good condition and in the original packaging. Otherwise MILA has the right to refuse receipt of the goods. Specially manufactured or purchased goods cannot be returned. To cover administration costs MILA calculates 10% of the invoiced prices of the returned goods - and no less than DKK 75,-. Furthermore, MILA calculates an additional fee for possible reworking, repackaging etc. of the goods.

**10. Payment**

Terms of payment is stated on delivery notes, order confirmations and invoices. Lack of payment in accordance with these terms will result in interest calculation on the due amount of 1% per month, calculated from due date.

Kvistgård, January 2000