

General Terms and Conditions

for trading with *Rostech Re-Trading*, DK-8600 Silkeborg, Denmark

1. Definitions.

Seller is company Rostech, A. Andersens Vej 26, DK-8600 Silkeborg, Denmark. **Buyer** is the person or company with whom seller has entered into a sales contract. **Product** is the machine, equipment etc. included in the sales contract. **Location** is the address where the product is placed in the offer. **Sales contract** is a separate issued contract to be signed by seller and buyer or it is seller's order confirmation.

2. Acceptance and limits of contract.

All offers and quotations made issued by seller are subject to seller's written confirmation. Seller reserve the right to change the price in case of additional costs occurring due to buyers changed instructions or lack of instructions or in case of variation in the cost of materials, labour, transport, duties, taxes, exchange rates or any other costs of whatsoever nature between the date of the contract and the date of delivery or completion of payment. By placing a purchase order by e-mail or otherwise or by paying the first instalment buyer accepts and understand the terms of the offer of seller and of the sales contract.

3. Cancellation Policy

Once Buyer's written order, deposit or your purchase order has been received by Seller, should Buyer then decide to cancel part or all of the order, Buyer will lose all of his deposit, and if the cancelled goods cannot be re-sold within a short period of time then the balance shall immediately become due in full along with any expenses incurred for storage and advertising to re-sell the machinery on the open market

4. Delivery.

Unless specifically agreed in writing the price does not include the cost of dismantling, loading, transportation, erection or installation. This applies in the case of the term of "ex location" or "ex works", both terms to be understood as "ex factory floor".

In case of the term of "LOT" or "Loaded on truck" dismantling and loading is included; however in case of loading for sea transport this does not include rust protection and does include ISPM-15 nor the use of fumigated or heat treated timber, etc. unless specifically agreed in writing. In case of needs for ISPM-15 including fumigated or heat treated timber Buyer cover the additional costs.

The Seller will use its best endeavours to dispatch or complete by the estimated date set out in the Sales Contract but time is not of the essence and the Seller shall not incur any liability whatsoever for failure to dispatch or complete by such date.

Unless specifically agreed in writing the buyer will take out a sufficient transport insurance to cover damages during transport.

All formalities and payments concerning import, customs duties etc for the import of the Product is taken care of and paid by Buyer

5. VAT (value added tax)

In case of transport to a buyer within the EU, buyer can only avoid to pay to seller the VAT costs as an additional price of the agreed sales price, if buyer informs seller of his valid EU-VAT registration number.

In case of transport to a buyer in Denmark Danish VAT will always be added to the agreed sales price.

In case of transport to a buyer outside the EU, buyer can only avoid to pay to seller the VAT costs as an additional price of the agreed sales price, if buyer or buyers transport agent on his own account accomplish an adequate export declaration and hands this over to seller.

6. Payment

Unless specifically agreed in writing the term of payment is:

30% with the order (deposit) and 70% (final instalment) 10 days before the product is ready to be dismantled and/or loaded for shipment.

If a Letter of credit should be accepted as part of the sales contract, buyer accepts to pay the additional bank costs involved. Furthermore such letter of credit must be irrevocable and confirmed by a Danish bank and payable at sight against presentation of shipping documents.

Cheques are not accepted as a mean of payment.

Should the final instalment not be paid on day agreed, seller has the right to cancel the sales contract without prejudice to the seller's right to recover any payment then owing to the seller by the buyer. Seller has the right to charge interest on all outstanding accounts at the rate of two percent per month commenced.

In case of cancelling the sales contract buyer will lose all of his deposit, and if the cancelled product cannot be re-sold within a short period of time then the balance shall immediately become due in full along with any expenses incurred for storage and advertising to re-sell the machinery on the open market

7. Warranty

All Products are purchased by the purchaser "as is" and "with all faults", and seller makes no guarantee or warranty.

Any affirmation of fact or promises made by Seller shall not be deemed to create an express warranty that the Products shall conform to such affirmation or promise. Any descriptions and specifications with respect to Products offered for sale herein are not warranted by Seller to be accurate or complete. Seller recommends that buyer conduct an on-site inspection of the goods sold hereunder. Seller shall not be responsible for the consequences of purchaser's failure to inspect the goods or for any inaccuracies, insufficiencies, or omissions in such descriptions, samples and/or specifications

8. Limitation of Liability

Save as set out in paragraph 6 above:

The Seller shall not be liable in any way whatsoever from any failure to comply with the terms of this Sales Contract which is due to circumstances out of the Seller's control.

The Seller shall not be liable in any circumstances for loss of profits, interest paid or payable by the Buyer, loss of orders, consequential loss, loss of profits or loss or expenses consequent upon disruption of business.

The Seller shall not be liable for any damage to anything arising from the goods or any defects in them or use made of them and the customer shall indemnify the Seller against any claim in respect thereof.

The company shall not be liable for negligence by itself, its servants or agents either arising from any matters in the course of pre-contract dealings with either the end user or a Finance Company or in regard to the performance of the Sales Contract.

All conditions representations warranties or undertakings in connection with the goods whether implied by statute, common law, Customer or for any reason whatsoever and whether as to quality, condition, fitness for use or otherwise whatsoever are hereby excluded.

9. Disputes, legal venue and applicable law

All disputes arising from the execution of this Sales Contract are aimed to be settled through amicable negotiations between both parties. In case no settlement can be reached, the case shall be settled by arbitration in accordance with the provisions on arbitration under Danish law. The arbitration tribunal shall hear the case in the seller's judicial district. Any legal questions arising in connection with the Sales Contract shall be adjudged according to Danish law.

This set of terms are issued 1st January 2011.