



SALE AND DELIVERY TERMS AND CONDITIONS

1. Application

These sale and delivery terms and conditions apply to all offers, orders and deliveries to the extent that they are not dispensed with by any other written agreement between the parties.

2. Offers

Unless otherwise stated, offers made by LSM Pumper ApS are valid for 30 days from the offer date. Please refer to the order confirmation in section 3. If an order is placed after the stated deadline, LSM Pumper ApS has the right to change the offer. Stated prices exclude VAT and any other taxes, assembly and packaging costs, unless otherwise stated in the offer. LSM Pumper ApS retains ownership of drawings and proposals, and these may not be copied or made available to third parties without the permission of LSM Pumper ApS. Dealers or distributors are not authorised to make any alterations or additions to our offers. LSM Pumper ApS accepts no responsibility for any such alterations made unless authorised in writing by LSM Pumper ApS.

3. Orders

Every order must be confirmed in writing by LSM Pumper ApS in order for a binding agreement on delivery to be considered to have been entered into. The order shall be delivered at the confirmed price subject to price increases due to changes in trading conditions, public levies, exchange rates, raw material supplies and similar, which are beyond the control of LSM Pumper ApS. Cancellation of orders is only accepted by agreement and against payment of LSM Pumper ApS' losses. Imagery, dimensional drawings and other contents of brochures, catalogues, circulars, etc. are approximate and not binding. LSM Pumper ApS reserves the right to make any changes deemed technically necessary when executing the order. The order will be manufactured and delivered in accordance with Danish standards and regulations, unless otherwise agreed and explicitly stated in the order confirmation. All data relating to the sale of products is stored for 10 years, in order to identify spare parts for repair and ongoing service. Dealers or distributors are not authorised to make any alterations or additions to an order confirmation or contract. LSM Pumper ApS accepts no responsibility for any such alterations made unless authorised in writing by LSM Pumper ApS.

4. Delivery terms and conditions

Unless otherwise agreed in writing, deliveries are sold ex works (EXW) and Incoterms 2000 apply. The delivery time is calculated from the date of LSM Pumper ApS' written order confirmation, provided that all technical details and formalities for the execution of the order are in place at that time. If confirmed prepayment, irrevocable letter of credit or other payment security has been agreed, this must also be in place. Otherwise, the delivery time will be calculated from the time when all the conditions have been met. If the Purchaser fails to receive ready-to-deliver deliveries on the agreed day, he shall nevertheless be obligated to make any payment conditional on delivery as if delivery had taken place. Furthermore, LSM Pump ApS can cancel the agreement and claim damages from the Purchaser for damages caused to LSM Pumper ApS by the Purchaser's negligence. If a delay in delivery is due to war, strike, lockout, other force majeure or political circumstances, or lack of subcontractors, raw materials or supplies over which LSM Pumper ApS has no control, or the Purchaser's action or failure to act, the delivery period shall be extended accordingly. LSM Pumper ApS assumes no liability to the Purchaser in

these situations. If the Purchaser does not comply with the agreed provisions on payment of the purchase price, LSM Pumper ApS is not obligated to deliver. Compensation is not provided for delivery delays and the Purchaser is not entitled to cancel the purchase for this reason. On shipment, the products are packed at LSM Pumper ApS' discretion, and the associated costs are paid for by the Purchaser, if packaging is not expressly included in the price. Shipments are always made at the Purchaser's responsibility and risk and this also applies to carriage paid delivery, and the recipient is responsible for taking out the necessary transport insurance, unless otherwise expressly agreed.

5. Payment

Unless otherwise agreed, payment shall be secured by bank guarantee or irrevocable letter of credit, in accordance LSM Pumper ApS' choice. Payment terms are net 30 days from product delivery. The Purchaser is not entitled to withhold payment on account of any counterclaims which LSM Pumper ApS' has not accepted. Should payment be made later than the agreed payment date, interest will be charged at the current rate of 2% per month commenced, to be added to the amount due at the beginning of each month. Where an agreement of advance payment exists, the timely payment of such advance payment shall be a precondition for the commencement and completion of the work within the agreed delivery period.

6. Ownership

LSM Pumper ApS reserves right of ownership as long as the delivered goods have not been paid for or if the commercial agreement is not fulfilled. The Purchaser is obligated to insure the order for a total replacement value from the day of delivery until full payment has been made.

7. Liability for defects

For all deliveries, LSM Pumper ApS provides a right of remedy for a period of twelve consecutive months, calculated from the delivery date, subject to normal use. The Purchaser is obligated to respect and acknowledge LSM Pumper ApS right of remedy. Right of remedy covers the repairing of defects due to design, manufacture or materials. The right of remedy does not cover cases where defects are due to the delivery not having been maintained or used in full accordance with the given instructions, or where repairs have been carried out by workshops other than those approved by LSM Pumper ApS incorrect or inappropriate use, modifications or technical interventions carried out without the prior written consent of LSM Pumper ApS, extraordinary effects, or where non-original spare parts or accessories have been used. The same applies to damage to products supplied by the Purchaser or by a construction required by the Purchaser. The right of remedy does not apply to wearing parts or consumable parts. If the Purchaser wishes to complain about any defects, the complaint must be made in writing without undue delay after the defect has been ascertained or should have been ascertained. Defective parts that have been replaced must be made available to LSM Pumper ApS. Unless otherwise agreed, disassembly, transport and assembly of defective, repaired or replaced material shall be made at the Purchaser's expense and risk, and any consequential damage in connection with the replacement of the product shall also not be covered. In the event of a change in ownership, the right of remedy is void. Parts of the delivery not manufactured by LSM Pumper ApS shall only be compensated to the extent that LSM Pumper ApS obtains compensation from the subcontractor.

8. Liability for damage caused by the delivery (product liability)

LSM Pumper ApS is liable for personal injury caused by a product produced by LSM Pumper ApS if the injury is proven to be due to fault or negligence on the part of LSM Pumper ApS or another person for whom LSM Pumper ApS is responsible, unless the product was optimal when it was produced. However, LSM Pumper ApS is not liable for damage to immovable property or to movable property that occurs while deliveries are in the possession of the Purchaser, as well as damage to products manufactured by the Purchaser or to products in which these are incorporated. The same applies to damage

caused by an event mentioned in section 4. LSM Pumper ApS is not liable for loss of business, loss of time, loss of profit, loss of work or other indirect losses. Product liability does not apply after 6 months from the date the damage occurred or for damage caused more than 5 years after the date of delivery. To the extent that LSM Pumper ApS may be held liable to third parties, the Purchaser shall indemnify LSM Pumper ApS to the same extent as LSM Pumper ApS` liability is limited under the preceding paragraphs.

9. Special conditions

Where the above provisions are not fully informative, LSM Pumper ApS refers to the "Almindelige Leveringsbetingelser NL92" (General Conditions for the supply of machinery and other mechanical, electrical and electronic equipment) - hereinafter called "NL92". In the event of any discrepancy between NL92 and these sale and delivery terms and conditions, these sale and delivery terms and conditions shall take precedence. Customer information may be shared with group companies and relevant business partners.

10. Arbitration clause

All disputes between the parties arising in connection with this agreement shall be finally settled by arbitration at the court at LSM Pumper ApS' place of domicile in accordance with the rules set by the court of arbitration and Danish law.