

SL POWER

SL POWER A/S TERMS OF DELIVERY FOR PARTS AND SERVICE.

1. Validity.
 - a. These general terms apply unless otherwise provided for by written agreement. The terms may be changed by SL Power A/S (hereinafter "SLP") without notice.
 2. Offer
 - a. All offers are without obligation. SLP is only obliged to deliver when SLP's order confirmation has been communicated to the buyer.
 3. Delivery time and dispatch
 - a. All delivery times are approximate and announced with the delivery times current for SLP's suppliers and subject to the item not being sold before order from customer.
 4. Force majeure
 - a. Force majeure comprises every obstacle governed by section 24 of the Sale of Goods Act, both when such obstacles are general and when they impact SLP or the plant selected to process the sales item or its subcontractors. Force majeure also comprises traffic difficulties which impact the seller's assumed mode of transport or road, and rejection of large work pieces, reduction in the supply or power, labor conflict, military mobilization, requisition, confiscation or currency, export and import restrictions, travel restrictions or dissuasion of travel by the Ministry of Foreign Affairs or similar institutions, or other events outside the control of SLP that SLP could not reasonably be expected to take into account at the time of entering into the agreement or avoid or overcome the consequences of such events.
 5. Delivery and transfer of risk EXW (EX Works)
 - a. Delivery terms and conditions are EX Works (incoterms 2010) When SLP is arranging the delivery, delivery has taken place when the sold item has arrived at the customer address or any other agreed delivery location.
 - b. Unless otherwise agreed in writing, loading and dispatch is at the buyer's risk and expense and SLP cannot be held liable for any irregularities including delays, loss or damage to the shipment. Upon written request SLP will be able to help arrange shipping and insurance on behalf of the buyer and at the buyer's expense and risk.
 6. Sales lien
 - a. SLP has sales lien in sold parts and equipment until the purchase price plus any interest and costs are paid in full. The buyer must not actually or legally dispose of sales items in a way that can be damaging to SLP's security. Cheques or other payment instructions are not considered as payment until they are fulfilled in their entirety
 7. Prices
 - a. Unless otherwise agreed in writing, the price on the day of delivery applies. All prices comprise, unless explicitly specified, delivery EXW at SLP's warehouse in Scandinavia SLP cannot be held responsible for changes in price required due to price changes from factories and shipping costs and changes imposed by public bodies in case of tariff changes which are introduced before the product is imported the differences is charged or credited to the buyer.
 8. Return of parts
 - a. All returns must be approved in advance by SLP and be labeled with a return number. Parts returned must be new, in stock and in fully marketable condition. There must be no damage to the original packaging for each part returned. The parts shall be labeled with part number and a packing slip must be attached.
 - b. Parts that are not returned within 90 days, or which SLP does not have in stock are not considered as returned goods, but as a repurchase which requires individual agreement.
 - c. Any agreements entered into regarding repurchase or incorrect shipments must be stated in the covering letter.
 - d. Small parts with a value of less than DKK 300 per part number/item number are not credited.
 - e. Parts of gasket sets and parts of complex units are not credited.
 - f. Return shipping is at buyer's risk and expenses and crediting is based on SLP's inventory of the parts received. Cash-on-delivery shipments billable to SLP or equivalent will be rejected.
 - g. Returned parts that are not approved by SLP are discarded unless otherwise expressly agreed.
 - h. When the returned goods are received and approved by SLP within 30 days after the delivery date, the customer will be credited 90% of the invoice value. For returned goods between 30 and 90 days after the delivery date, the customer will be credited 85% of the invoice value. Any discounts will be deducted before any return costs are calculated.
 - i. Returned goods which do not have a covering letter are considered as older than 90 days. The value is then determined in each case by SLP and the amount credited to the buyer's account.
 9. Payment terms
 - a. Unless otherwise agreed in writing, the terms of payment are 8 days from invoice date. While work is ongoing or prior to the state of work SLP has the right to demand prepayment of up to 100% of the value of the estimated work, travel costs and usage of parts.
 - b. If payment is delayed, interests is charged pursuant to the Danish law of overdue payments section 5 subsection 1. Payment is regarded as timely when it has been credited to SLP's account no later than the due date.
 10. Delay and right of cancellation
 - a. Should SLP become aware that delivery will not take place within the indicative delivery time- or the guaranteed time – SLP should notify the buyer about the delay, stating the reason for the delay and if possible, provide a new delivery date.
 - b. In the presence of force majeure cf. item 5 the delivery time is extended by the period of time in which the force majeure situation lasts.
 - c. If the agreed delivery time – guideline or guaranteed – is exceeded by 6 months or more, the buyer is entitled to resend the purchase and receive any prepayments return. Customer is not in the context entitled to compensation from SLP for its possible direct or indirect losses.
 - d. Upon the delivery of the product – or if the property in whole or in part can be supplied by a subcontractor- the purchaser only have the right to rescind the contract if SLP can make right of withdrawal to his supplier. It is an assumption that the sales conditions from the supplying factory or subcontractor are communicated to the buyer.
 - e. These provisions apply in place of sections 21-28 of the Sales of Goods Act.
 - f. If SLP cannot deliver within the delivery date specified for the customer, SLP may terminate the agreement with the customer without any other economic consequences except SLP's obligation to refund any advance payment.
11. Compensation for delayed delivery
 - a. No form of compensation is paid if a guideline delivery date is not met.
 - b. If the guaranteed delivery time is not met, normal compensation – unless otherwise agreed in writing – is paid (penalty for default) which is calculated as 0,5% per week of that part of the sales item which cannot be used as intended because of the delay. If the amount upon which the penalty for default is to be charged exceeds DKK 100.000, the penalty for default is reduced to 0,25% per week.
 - c. The penalty for default is calculated for every week the delay lasts, counting from the day the delivery should have been made. The penalty cannot exceed 5% of the part of the purchase price that covers the part of the delivery which cannot be used as intended.
 - d. The buyer cannot claim any other form of compensation. Moreover, normal compensation lapses if it can reasonably be assumed that the buyer has not suffered any loss, for example because the buyer has not been ready to receive the delivery.
 - e. The sales item is deemed as delivered upon the transfer of risk cf. item 6. Or written agreement otherwise even if SLP must carry out correction work at a later date, cf. item 14.C or make subsequent delivery of parts which are of less economic importance in relation to the delivery in full.
 12. Buyer's obligation to receive delivery cancellation etc.
 - a. Cancellation of the service contract shall be made in writing. If notification of cancellation is received by SLP later than 3 working days before the planned start-up, the buyer shall pay SLP a cancellation fee equivalent to the cost of first working day in accordance with the applicable hourly rates. In addition, the buyer shall always pay compensation for SLP'S costs for travel, equipment rental etc. related to the commission and that SLP is not free to cancel.
 - b. Cancellation of ordered parts requires the consent of SLP. In the event of a cancellation, the buyer will be charged a cancellation/return fee equivalent to 20% of the agreed price of the item cancelled.
 13. Terms and conditions for complaints
 - a. For service performed by SLP on engines and other equipment SLP is liable for faults/defects which demonstrably are caused by material or assembly faults within the following time period counted from the date of delivery or the end of

- work: 6 months or 1500 working hours, whichever comes first. For spare parts, the right to complain applies 6 months from the date of sale.
- b. The buyer is obliged to investigate the sales item as soon as it is delivered and/or to check the work once it has been completed. Any complaint relating to the delivery must be made in writing and no later than 8 days after the factors involved in the complaint have been or should have been discovered. All complaints shall be made on the complaint report form, enclosing full documentation and a description of the defect. The buyer has the burden of proving the existence of a contractual defect.
 - c. Assuming a timely written approved complaint. SLP has the right without undue delay, to remedy the defect. SLP determines how the defect shall be remedied, including whether the improvement will be made using new parts, replacement parts or repair.
 - d. In the event of an approved complaint regarding parts SLP at its discretion will replace the defective parts, replacement parts and equipment with new or repaired parts in the event of complaints regarding parts, replacement parts and equipment that the buyer himself has had fitted, SLP only replaces the deficient part and not the expenses in connection with the consequential damages or other expenses for disassembly/assembly. All costs and risks associated with shipments shall be borne by the buyer.
 - e. In the event of an approved complaint regarding service work, SLP covers the expenses for the rectification work and parts as well as SLP reasonable travel expenses (limited to travel costs to the original place of work/service), and reasonable accommodation costs when performing the work. It is assumed that the work is performed by SLP's service workers during normal business hours or by other according to a written agreement with SLP. Extra costs for obligatory overtime work, or work covered by the complaint shall always be met by the buyer. In all events SLP reserves the right to demand payment by the buyer for expenses incurred by SLP if service workers are needlessly summoned or related to erroneous complaints.
 - f. Any costs associated with the insertion of engines or equipment in the workshop (e.g. the cost of repairs, transport or rent) is of no relevance to SLP unless otherwise agreed in writing beforehand.
 - g. Replaced parts shall be returned to SLP within 7 days after the repair date. If the part(s) are not returned as specified, any responsibility for SLP ceases to exist and the buyer will be charged for all costs associated with repairs and/or sent replacement parts.
 - h. The buyer cannot make other claims in connection with alleged defects than the above-mentioned claim rectification of defects.
 - i. SLP's obligation is limited to the warranty and/or replacement. SLP does not cover any damages (consequential damages) that the deficient delivery may have caused.
 - j. In any case of errors and/or defects, SLP has no liability for the indirect losses which the error and/or defects may have caused the customer. With indirect losses mean loss of profits and other such consequential economic loss.
 - k. SLP has no responsibility for errors, omissions or damage arisen from age, wear and tear, use of unapproved lubricants, use of replacement parts, improper or unusual treatment or use, inadequate maintenance or overloading, etc. SLP has no responsibility for errors, omissions damage or loss caused by the buyer to have neglected his duty to mitigate losses or failed to complete work or actions that might limit the damage or loss.
 - l. If a sales item, including engines are modified or repaired without SLP's written approval, all costs regarding this connection are irrelevant to SLP. If such change or repair takes place it absolves the responsibility of SLP for any shortcomings in the delivery.
 - m. For replacement parts or labor, provided by SLP in the context of repairing a defect that SLP has responsibility for the warranty period expires while warranty period for the original delivery cf. item 14.A
 - n. SLP's liability for defects and/or faulty deliveries can only be assented by the original purchaser.
14. PRODUCT RESPONSIBILITY.
- a. SLP is only liable for injuries caused by defects in the originator if the defect is caused by errors for which SLP is responsible under the general liability rules.
 - b. SLP's liability is DKK 10.000.000 per injury, and SLP can never be held responsible for loss of profits or other indirect losses.
 - c. SLP is only liable for defects in the delivered up to 6 months after delivery has taken place. To the extent that SLP may be met with claims arising from the customer is obligated to indemnify SLP from any claim to extent that responsibility goes beyond the above limits. The customer is liable to be sued by the same court which hears the claim against the SLP.
15. LIMITATION OF LIABILITY.
- a. With the exception of the duty to rectify and standardized compensation specified in items 12 and 15, SLP is not responsible for compensation, discount or other direct special incidental or consequential damages, including but not limited to loss of income, loss of actual or anticipated profits, cash shortages, loss of anticipated savings, lost revenue, loss of sales, loss of goodwill or any consequential loss, including loss resulting from personal injury or death, damage to equipment or property, as well as any costs for repairs of such damages or loss, irrespective of whether the claim is based on breach of warranty, purchase liability or other legal basis.
 - b. Any compensation claims arising in connection with the present contract are in any event limited to the direct documented loss, although never exceeding the invoice value of the work or parts to which the complaint relates, provided there is no other express written agreement. The buyer must in all cases document the losses suffered and that SLP is responsible. With the present terms & conditions SLP has limited its liability for delays, defects, errors and product damage compared to the rules laid down by Danish law.
16. LEGAL VENUE AND CHOICE OF LAW.
- a. The agreement is subject to Danish law, regardless of what else may result from rules regarding choice of law Hjørring City Courts is the exclusive legal venue for all claims against SLP. The buyer approves the Hjørring City Court or other legal venue for all claims from SLP against the buyer.