

Terms of Sale, Warranty and Liability for FKI Fast Food Teknik a/s

General Provisions

The terms stipulated below shall apply to all agreements entered into with FKI. Any deviations from these terms shall only be valid if confirmed by us in writing.

1. Order Confirmation

An order shall not be binding on us until we have accepted it in writing. If the buyer wants to rescind the transaction, the buyer shall notify the seller hereof in writing not later than 5 days after receipt of order confirmation from the seller.

2. Prices

All our prices are ex works and net, excl. VAT and other duties. The price is our current price, fixed on the basis of current wages and salaries, prices of materials, exchange rates, customs duties, freight costs and other costs at the time of the order confirmation. In the event of any changes in this basis in the period between the order confirmation and delivery, we reserve the right to increase the price correspondingly. If such a price increase amounts to more than 10% on the total order, the customer shall be entitled to rescind the purchase.

3. Payment

Unless otherwise agreed or stated by us, payment shall be net cash on delivery. Default interest at the rate of 1.5% per month will be charged on any overdue amount. Any complaint shall not entitle the buyer to postpone payment. The title shall not pass to the buyer until the full sales price, including any interest, costs, etc., has been paid in full. If the buyer has not paid the purchase price within 45 days from the date of delivery, FKI shall be entitled, by written notice to the customer, to cancel the transaction and claim damages. If the buyer does not accept to take delivery at the agreed time, he shall, regardless hereof, still be liable for payment as if delivery had been made in accordance with the agreement. FKI reserves the right to postpone the dispatch of – in the alternative cancel – any further contracted deliveries if the buyer fails to pay, files for suspension of payments, enters into bankruptcy or liquidation proceedings or his financial circumstances generally turn out to be such that he must be regarded as unable to pay the purchase price when it falls due.

4. Delivery

Delivery shall be ex FKI's address in Verninge. The buyer shall bear the risk of the product being lost or damaged from the time at which the product was placed at the buyer's disposal as agreed at FKI's place of business. Forwarding shall be for the buyer's account and risk. If we have not received any written forwarding instructions, the means of transportation will be chosen by us at our discretion. The delivery time is stated at FKI's best estimate, but delivery up to 14 days after the agreed delivery time shall be regarded as delivery on time in any and all respects.

5. Specifications

All information about dimensions, weight, output, capacity and other technical data stated in brochures, drawings, etc. are approximate unless otherwise stated in the order confirmation.

6. Drawings and Descriptions

Drawings, descriptions, design proposals, etc. issued and/or given to the customer in connection with a delivery shall remain our property, and the customer shall not be entitled subsequently to use this material without our permission nor may the customer disclose the material to a third party.

7. Force Majeure

FKI shall not incur any liability if the following circumstances occur after the formation of the agreement and prevent or delay its performance within the time agreed: Force majeure, war, fire, strike, lock-out, export and import bans, expropriation, defects, deficiencies or delays in deliveries from sub-suppliers or any other circumstances that FKI could not foresee at the time of the formation of the agreement. If defect-free delivery or delivery on time is prevented temporarily because of one or more of the above circumstances, the delivery time shall be postponed by a period that corresponds to the duration of the obstacle, and delivery at this postponed delivery time shall be regarded as delivery on time in any and all respects. If the obstacle to delivery can be expected to persist for a period of more than 3 months, both FKI and the buyer shall, however, be entitled to cancel any agreements entered into without this being regarded as breach of agreement.

8. Warranty and Repairs

FKI provides a 12-month warranty on the deliveries stated in the order confirmation valid from the date of delivery/invoice. The warranty comprises the quality of the design, construction and workmanship so that we shall be under an obligation to remedy or replace parts that are verifiably defective or have been damaged as a result of poor materials, poor workmanship or defects in design. For components and parts, etc. that we buy from sub-suppliers, the warranty cannot extend further than our sub-supplier's warranty. The warranty shall not cover any defects resulting from misuse, neglect, accident, incorrect operation, failure of maintenance or normal wear and tear. The warranty shall not cover wearing parts, and the warranty shall lapse if original spare parts specified by FKI have not been used during the period of warranty. FKI must be notified of any defects or deficiencies that are thought to be covered by the warranty without delay after they have been ascertained, and FKI reserves the right to decide where and how such defects or deficiencies are to be remedied, however, remedial action should be taken as quickly as possible. The warranty shall consequently not cover any compensation for loss of use, etc. during the repair period. All replaced parts shall belong to FKI and shall be forwarded to FKI carriage paid. Any repairs that have not been agreed with FKI in advance will not be compensated, and FKI disclaim any liability for the workmanship of the repair work and any effects hereof.

9. Return of Goods

Parts may only be returned after prior agreement. FKI reserves the right to offset a return fee of 10% of the invoiced net value, however, minimum an amount that is equal to the expenses connected with the return such as storage costs, etc. Returns shall be forwarded to us CARRIAGE PAID with information about invoice number.

10. Liability

FKI shall only be liable for the damage caused by the goods sold if the buyer can document that the damage is due to gross negligence on the part of FKI. However, FKI shall never be liable for any operating loss, loss of profit or any other indirect loss. Both FKI and the buyer shall, for their own account, take out product liability insurance to cover the parties' respective liability for product liability claims.

11. Venue, etc.

Any dispute arising out of the present terms of sale, warranty and liability shall be settled by the ordinary courts of law and with Odense Town Court/the Eastern Division of the High Court as the proper venue and in accordance with the existing rules of law in force in Denmark. The court language shall be Danish.

Tommerup, 13. March 2002