



## Sales and delivery terms.

1. Introduction
  - 1.1. These sales and delivery terms shall apply unless otherwise agreed in writing.
2. Design
  - 2.1. Carl C. A/S designs and produces steel towers and other steel structures based on the information on height, location, application, loads etc. received from the customer.
  - 2.2. If the mentioned assumptions for the design provided by the customer proves incorrect, Carl C. A/S cannot be held liable.
3. Delivery time
  - 3.1. The specified delivery time represents our best estimate of when the products will be ready for delivery.
  - 3.2. There is no legally binding delivery date unless agreed in writing as a deviation from these terms.
  - 3.3. If a legally binding delivery date is agreed between the customer and Carl C. A/S, Carl C. A/S shall be entitled to extensions of time limits in case of delay of the delivery caused by
    - a. Alterations in the nature and extent of the order
    - b. circumstances relation to the customer or delay on the part of another part
    - c. circumstances for which Carl C A/S cannot be blamed and which are outside his control, e.g. war, unusual natural events, fire, strikes, lock-out or vandalism,
    - d. the occurrence of precipitation, low temperature, strong winds or other weather conditions which prevent or delay the work because they are essentially greater than what is usual for the season and region concerned, or
    - e. public orders or bans which were not issued because of Carl C A/S' own situation.
  - 3.4. Where Carl C A/S feels entitled to an extension of a time limit he must inform the customer thereof in writing without delay.
  - 3.5. If a legally binding delivery date is agreed, delays which do not entitle Carl C A/S to an extension of time limits shall be considered the liability of Carl C A/S.

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### Carl C. A/S

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E-mail: [mail@carl-c.dk](mailto:mail@carl-c.dk) Web: [www.carl-c.dk](http://www.carl-c.dk)

### Bank:

Vestjysk Bank  
Account no. 7651 2026147  
BIC: VEHODK22

### IBAN:

DK7776510002026147 (DKK)  
DK9776600009651195 (EUR)  
DK9776600009602016 (GBP)  
DK0876600009604103 (SEK)

### VAT No.

DK10449871  
GB-804 9819 08



#### 4. Payment

- 4.1. Payment terms are net thirty (30) days from date of invoice and after our written confirmation about the goods being finished and stocked in Skjern or delivered to your address, subject to confirmation as insured debtor at our insurance office.
- 4.2. Any delay in payment shall entitle Carl C. A/S to charge interest (Interest shall be charged at the rate of 1% per month starting on the first day of the month following the due payment date)
- 4.3 If you wish to cancel an ongoing contract, all incurred cost and expenses must be paid in full.
- 4.4 The customer pays tax, fees and duties in his own country and Carl C. A/S pays tax, fees and duties in Denmark according to statutory regulations as to payments.

#### 5. Collateral / Financial security

- 5.1. Any order is from Carl C.'s side subject to confirmation of credit insurance at our insurance office for the entire order amount on standard terms. Alternatively, we might need a bank guarantee or prepayment.

#### 6. Retention of title

- 6.1. The products are sold with retention of title, hence Carl C. A/S retains full ownership until the order amount is paid.

#### 7. Defects

- 7.1. After delivery, the customer must check the products for visible defects and shall inform Carl C. A/S of any defects immediately.
- 7.2. If there are defects after the products are installed, the customer must notify Carl C. A/S immediately.
- 7.3. Whether defects appear before or after installation, Carl C. A/S holds the right and duty to remedy non-conformity and must therefore ensure that deficiencies are inspected and repaired as soon as possible.
- 7.4. If a defect is revealed after installation, which the customer should have discovered through the inspection of products before installation, as mentioned in section 7.1, the customer holds the additional cost for repair after installation.

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7.5. Carl C. A/S is liable for losses resulting from defects in the products if the defects are caused by fault or negligence of Carl C. A/S. Carl C. A/S is however not liable for loss of production, loss of profits or any other indirect or consequential economic losses.

## 8. Product Liability

8.1. Carl C. A/S has signed a professional and product liability to the usual terms. The customer has had the opportunity in the negotiations on the agreement to become familiar with the insurance terms.

8.2. Product liability is in relation to both the customer and third party limited to those losses that are covered in the insurance mentioned in section 8.1. Carl C. A / S cannot be accountable for any losses resulting from product liability not covered by insurance – except for excess on the insurance policy.

8.3. Carl C A/S shall under no circumstances be liable for los of production, loss of profit or any other indirect or consequential economic loss.

8.4. The customer shall indemnify and hold Carl C. A/S harmless to the extent that Carl C. A/S incurs liability towards any third party in respect of any damage for which Carl C A/S according to these terms is not liable towards the costumer.

8.5. The limitations of liability mentioned in section 8.2 – 8.4 does not apply, if Carl C. A/S has been guilty of gross negligence.

8.6. If a third party makes a claim against one of the parties for product liability, that party must immediately notify the other party.

8.7. The parties are mutually obliged to let themselves be summoned to the court or arbitral court examining claims, raised against one of them based on damage or loss allegedly caused by the products delivered, and the court or arbitral court must also determine the interrelationship between the parties.

## 9. Installation

9.1. If Carl C. A/S undertakes the task of installation the products according to the contract the following shall apply.

9.2. The above delivery time, defects, product liability etc. must also apply to the installation work.

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- 9.3. The site must have a clear work area and the access road must be accessible and solid for a 45 tons, 20 meters long truck with a crane to have access to the site and carry out the installation. If the products consist of parts which will be assembled on site, there must also be a clear work area to do so.
- 9.4. The customer is fully responsible for the foundation and that the foundation parts are embedded according to the drawings provided by Carl C. A/S and performed by engineers with the qualifications required to do the job.
- 9.5. If any of the described conditions in section 9.3 and 9.4 are not fulfilled, the customer must bear the additional costs as a result hereof, including waiting time etc.
10. Venue. Applicable law.
- 10.1. The Court of Herning must handle any dispute arising from this agreement as the court of first instance.
- 10.2. All disputes arising out of the contract shall be judged according to Danish law.

Skjern May 2015  
Version 1

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