

**Meldgaard Recycling A/S**  
**General Terms and Conditions of Sale and Delivery pr. 15.02.16**

**1. Introduction:**

The general terms and conditions of sale and delivery shall apply for every agreement between Meldgaard Recycling, CVR no. 27050425, (hereafter entitled "Seller") and the Seller's commercial customers (hereafter entitled "Customer") concerning sales and delivery of products, spare parts and associated services, unless otherwise agreed in writing by the parties.

**2. Contractual basis**

These terms and conditions of sale and delivery together with the Seller's offer and confirmation constitute the collected contractual basis. Changes and amendments shall only apply if the parties have agreed to this in writing. Terms and conditions printed on orders or in any other way informed by the Customer to the Seller do not constitute to any part of the collected contractual basis.

**3. Offers:**

The Seller's offer shall be valid for a period of 30 days from the offer date, except when an alternative acceptance date is stated in the offer. If the accept of the offer reaches the Seller after the expiry of the acceptance period, it shall not be binding for the Seller, unless the Seller informs the Customer otherwise. The Seller reserves the right to make changes in the submitted offer, if changes seem appropriate and in no significant way has a negative influence of the daily use to the product. The Seller reserves the right to prior sale until a written agreement is in place between the Seller and Customer.

**4. Orders:**

Agreements regarding sales of machines are considered binding, when the Customer has accepted and signed the order confirmation. If the order confirmation is not signed within 30 days from the date of the order confirmation, the order confirmation will be considered invalid.

**5. Reservation:**

The Seller reserves the right to cancel any orders as a consequence of the offered units not been available after signed order or at delivery failure, sold out goods etc.

**6. Place of delivery:**

All deliveries are addressed to Askelund 10, Aabenraa, unless otherwise agreed.

**7. Time of delivery:**

The Seller delivers all the sold products, spare parts and associated services to the time, agreed in the order confirmation. The Seller reserves the right to deliver before the agreed delivering date. The appointed date of delivery shall be indicated as an estimate and is non-binding, unless otherwise expressly agreed and confirmed in writing by the Seller. The Seller will therefore take no responsibility for any loss or cost caused by delay in delivery. The Customer is obligated to receive any purchased goods up to 3 months after the agreed time of delivery. If any changes are made to the order confirmation, time of delivery will change, and a new time of delivery will be submitted to the Customer.

**8. Payment:**

All prices are net cash payments at the time of delivery of the goods, unless otherwise agreed in writing by the parties. All prices are excl. Danish VAT, unless otherwise agreed in writing by the parties. If the Customer, due to reasons for which the Seller is not responsible, do not pay in due time, the Seller shall be entitled to submit fee kr. 100, - and calculate interest of 2% per month of the amount due from the due date until payment. All kinds of credit require pre-arrangement by the Seller's account department concerning any credit insurance.

**9. Reservation of Ownership:**

The Seller shall reserve ownership of the goods, until the Seller has received payment in full, including any interest and other changes.

**10. Price reservation:**

The Seller has the right to adjust the agreed price, if any significant and unforeseen changes happens in rate of exchange, taxes, fees, and other taxes imposed by the authorities and changes in raw material expenses, that increases the Seller's costs before delivery.

**11. Consolidated offsetting:**

Any company within the Meldgaard Group is entitled to offset its own claims against the Customer in the eventual requirements of the Customer against other companies within the Meldgaard Group.

**12. Defects:**

All complaints made by the Customer must happen immediately upon delivery if any defects are visible and within 8 days after delivery if any notice of lack of conformity arises. By timely notice of lack of conformity regarding defective goods the Seller shall remedy any goods which are defect or to opt for replacement or proportional reduction of the purchase money. The Seller reserves the right to decide the type of action needed to remedy goods which are defect. If any notice of lack of conformity arises in terms of bought goods or termination of the contract from the Customer, the Customer shall not be entitled to claim any damages regarding operating loss, loss of profits or indirect losses, unless the Customer can prove that the lack of conformity of the goods are caused by the Seller's serious negligence. Any remedies of defect goods shall only be accepted by prior agreement in writing from the Seller and only at a by Seller authorized workshop.

**13. Product Liability:**

The Seller shall only be liable for damage caused by the sold goods, if it can be documented that the damage is caused by serious negligence on the part of the Seller. Under no circumstances shall Seller be liable for any indirect loss and any other financial consequential loss, including operating loss, time loss or loss of profits.

**14. Used Machines:**

When selling used machines, these are traded as they are, and are without liability and without any warranty.

**15. Return of Deliveries:**

Any return of goods can only be done by a prior written agreement with the Seller. Non-stocked goods can only be returned if the delivered goods possess defects. Other goods can be returned in exchange for a 15% deduction, the same is true for after demand deliveries which has not been redeemed. All returns are made for the Customer's own expense and risk. If goods are returned without any prior written agreement with the Seller, the goods will be returned to the Customer for the Customer's own expense and risk.

**16. Warranty:**

If the Seller has provided a warranty, the warranty states that products, spare parts, and associated services possess no significant defects in the period of warranty. The warranty period starts from delivery. Warranty, and the period of warranty is stated in the order confirmation. Seller's warranty does not include wear parts (e.g. conveyor belt, tires, V-belt) and defects that can be attributable to general wear and tear, wrong installation or use or maintenance in contrary to Seller's instructions or common practice. Reference is made to user manuals, catalogs and brochures that are handed out by the Seller, or to gather the necessary information about the field of application and maintenance on your own.

**17. Confidentiality:**

The Customer may not transfer, use or make others be able to use the Seller's trade secrets or any other information regardless origin, which is not public available. This obligation applies to the parties' trade and without limitation after the termination of the trade regardless of the reason for termination.

**18. Force majeure:**

The Seller shall not be held responsible to the Customer for lack of contract fulfilment which is attributable to force majeure. Seller's exemption from liability shall last until the force majeure has ceased. The following circumstances shall result in exemption from liability, if they prevent performance of the agreement or make performance unreasonably burdensome: labour disputes and any other circumstance over which the parties have no control, such as fire, war, terror, flooding, vandalism, mobilization, or military call-up of a corresponding size, requisition, seizure, currency controls, riots and civil commotion, lack of means of transportation, general shortage of goods etc.

**19. Governing Law and Venue:**

Any disagreement about matters covered by these Terms of Sale and Delivery shall be dealt with in accordance with general rules of Danish law. All disputes on which the parties fail to agree shall be settled by a Danish court of law at Seller's venue.