

# DSB Materiel's

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## General sales conditions for manufacture, repairs and maintenance

### 1 Field of application

Unless otherwise agreed in writing between DSB and the Customer, the following General Conditions of Sale shall apply to DSB's sale of services. In case of any conflict between these General Conditions of Sale and the Sales Agreement between the Customer and DSB, the Sales Agreement shall prevail. The Customer's own conditions of purchase shall not replace or extend DSB's General Conditions of Sale, regardless of whether DSB has received/is aware of such conditions of purchase.

### 2 Quotations

Unless otherwise stated in the quotation, quotations given by DSB Materiel shall be valid for 40 days from the date of the quotation.

### 3 Availability

The Customer shall make the goods requiring repairs or maintenance available to DSB at its workshop or workplace. If the goods are made available to DSB at a later time than agreed, DSB shall not be responsible for any delays in the delivery of its services.

### 4 Documentation

The Customer shall supply such documentation (such as drawings, descriptions, diagrams and directions, relevant information about his own circumstances) as is necessary and/or expedient for DSB's performance of the agreed services. The documentation shall be made available to DSB not later than at the same time as the goods requiring repair or maintenance.

### 5 Delivery

Delivery shall be made according to INCOTERMS 1990, ex works DSB's workshop or workplace. If the parties have not agreed a time of delivery, DSB shall give the Customer appropriate notice about when the services will be delivered. The risk in connection with the services and goods repaired or maintained shall pass to the Customer on delivery.

### 6 Delays

In case DSB estimates that the services will be delivered later than at the time agreed between the parties, DSB shall, without undue delay, inform the Customer hereof. At the same time, DSB shall state a new time of delivery. In case DSB fails to state a new time of delivery, DSB

shall compensate the Customer for any documented additional costs incurred as a result of the missing statement. If delivery is delayed due to circumstances for which the Customer is responsible or to force majeure, the Customer shall not be entitled to claim compensation.

### 7 Collection

If the Customer is unable to collect the goods or services as agreed between the parties, the Customer shall, without undue delay, inform DSB hereof. DSB is entitled to compensation for any documented expenses resulting from any failure to collect, unless such failure is due to force majeure or circumstances for which DSB is responsible.

### 8 Warranty period

DSB's warranty covers a period of six months from the date of delivery. The warranty shall be conditional upon the maintenance and correct use of the goods delivered. The warranty shall not cover any faults or defects resulting from general wear, decay, deterioration, incorrect use, etc.

### 9 Defects

En case of faults or defects in the whole or part of DSB's services, the Customer may demand remedial action. The Customer shall, without undue delay, notify DSB in writing of any faults or defects in the service. Such notification shall be received by DSB prior to the expiry of the warranty period.

If remedial action is not carried out within a reasonable time limit stated by DSB or the remedial action is unsuccessful, DSB shall offer the Customer a proportional reduction in price.

### 10 Warranty work

If DSB is to carry out warranty work on the goods or services supplied, DSB shall bear all the costs in connection with wages and materials involved in the performance of the warranty work. All other costs shall be paid by the Customer. The Customer may, with DSB's written consent, have warranty work carried out by a third party if DSB is unable to carry out the work itself. If the Customer has warranty work carried out by a third party without DSB's consent, DSB's warranty according to clause 8 shall lapse.

If a risk of damage due to faults or defects in DSB's services is found within the warranty period, the Customer shall immediately and without undue delay seek to prevent such damage. The Customer is entitled to compensation from DSB for the cost of wages and materials in

connection with such necessary action, which in the opinion of DSB has been carried out in a reasonable manner.

## **11 Liability**

DSB shall be liable according to the general rules of damages of Danish law resulting from faults or negligence in DSB's services. Any compensation shall not exceed a total of DKK 10,000,000.-. The Customer shall indemnify DSB in the event that DSB is by a third party held liable for more than that amount.

DSB shall not be liable for any indirect loss, including consequential loss, loss of time, profit or other financial consequential loss.

## **12 Force majeure**

Force majeure shall mean any circumstances unforeseeable by a party which are beyond the control of that party and which prevent or delay the fulfilment of the Sales Agreement or render such fulfilment unreasonably cumbersome, for instance strike, lockout, import or export restrictions or other government interference, exchange controls, scarcity of means of transport, delays or defects in supplies from suppliers, general scarcity of goods, fire, flooding, natural catastrophes, vandalism, sabotage, mobilisation, riots or war. In a situation of force majeure the time of delivery may be postponed cost free. If any such situation continues for more than three months, the Sales Agreement may be reconsidered by the parties. If either party wishes to terminate the Sales Agreement in this connection, he shall inform the other party hereof in writing. If the Sales Agreement is terminated in accordance with the above, DSB is entitled to compensation for any work already carried out.

## **13 Terms of payment**

DSB shall invoice the Customer on delivery. Payment shall be received by DSB within 30 days after the invoice date. If payment is not received in time, DSB is entitled to charge default interest at a rate of 1.5% per month or fraction thereof.

If the value of the services exceeds DKK 500,000.-, DSB shall invoice the Customer as follows:

- half the amount on the conclusion of the Sales Agreement
- the balance of the amount on delivery

If the services are delivered by instalments, DSB may invoice the Customer monthly for deliveries executed during that month.

## **14 Prices**

Unless otherwise stated in the Sales Agreement, prices are in Danish kroner (DKK) exclusive of VAT. If the parties have agreed a fixed price for DSB's services, DSB is entitled to invoice any costs in connection with the services which could not reasonably have been foreseen at the time of the conclusion of the Sales Agreement.

## **15 Retention of title**

DSB is entitled to retain title in the goods or services supplied hereunder until the Customer has paid any amounts due to DSB. The Customer shall compensate DSB for any expenses in connection with such retention.

## **16 Security**

If required by DSB, the Customer shall prior to delivery provide security for the payment of the purchase price or the balance of the purchase price. Security shall be provided in the form of an on-demand guarantee the wording of which shall be approved by DSB and which shall be issued by a bank or insurance company approved by DSB.

## **17 Confidentiality**

The Customer and his employees shall observe confidentiality in respect of any information and knowledge about DSB's business matters which they may acquire in connection with matters pertaining to agreements or cooperation of any kind with DSB.

The Customer shall not use DSB's name, logo etc. as reference etc. without DSB's written consent.

## **18 Infringement of third party rights**

If DSB has to use any material supplied by the Customer for repair/maintenance purposes, it shall be the responsibility of the Customer that such material does not infringe the intellectual property rights of any third party. The Customer shall pay the full costs in connection with any infringement proceedings.

## **19 Disputes**

Any disputes between DSB and the Customer which cannot be settled amicably shall be settled according to Danish law by the Maritime and Commercial Court or another relevant ordinary court of law in Copenhagen or by arbitration at DSB's discretion.

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