

General Terms of Sales, Delivery and Return

Terms of Sales and Delivery

Unless another written agreement exists Fisker Skanderborg A/S (Seller) delivers all shipments on the following conditions in spite of possible opposite or diverging stipulations in the order or accept from the Purchaser.

1. Offer, order and accept

Orders from Purchaser are only binding for Seller when Purchaser has received a written order confirmation. All offers are not binding, unless otherwise indicated. Offers from Seller which are binding lapse if Seller has not received a corresponding accept from Purchaser within 4 weeks from the date of the offer.

2. Seller's performance

Seller's performance only comprises the parts and articles specified in the order confirmation, and Seller obliges to deliver material of usual good quality as regards material and fabrication, at the mentioned conditions. Drawings, sketches, technical specifications etc. remain the property of Seller, and only according to a written agreement with Seller can they be copied, reproduced, imitated or entrusted to third party.

3. Delivery

Delivery is considered to have taken place at the arrival of the article to the destination, unless something else has been written in the order confirmation.

Insurance has to be taken out by Seller. The risk transfers to Purchaser at the moment the goods are put at the disposal of Purchaser before unloading. Purchaser is responsible for customs clearance. All freight costs are invoiced to Purchaser.

4. Price

The price is valid ex works or warehouse and is exclusive of VAT and other duties. Seller makes reservations as regards changes of quotation prices before and after accept because of changed material prices, prices from subcontractors, changes of the public duties, changes of exchange rates, changes of wages, etc.

If the nature of the shipment is changed, or Seller's costs otherwise increased, because of circumstances at Purchaser, the stipulated price may be adjusted. Shipments which are not included in the binding offer are at the price at the delivery day.

5. Payment conditions

If nothing else has been agreed, the payment condition is cash on delivery. If another agreement has been made about payment, and if payment does not take place at the agreed time, Seller is entitled to receive payment of interest for the amount due from the due date according to the law of interest as well as entitled to receive reminder fees.

6. Time of delivery

If nothing else has been agreed, delivery will take place as soon as possible. In the cases where delivery week has been agreed, delivery on the last day in the stipulated delivery week will always be considered delivery in time.

Seller can demand a delay of the delivery time in the following cases:

- a. Purchaser demands a change of the order.
- b. Delay of deliveries or services which Purchaser is responsible for.
- c. Force majeure, see the present terms of delivery article 14.
- d. The work with the delivery has to be stopped or is delayed because of public injunction.

For the articles a, b, and d, Seller reserves the right to adjust the agreed price according to the extra costs occurred for Seller in this connection.

7. Delay

Is the shipment delayed considerably, and is Seller not entitled to postpone the time of delivery, see article 6, Purchaser is entitled to cancel the agreement with written information to Seller, if the delay causes significantly disadvantages for Purchaser.

Is only a part of the sold goods delayed, Purchaser can only cancel the purchase as regards the delayed part of the goods. If the delayed goods have been manufactured according to Purchaser's

instructions or specifications or have the goods been manufactured in material which is not normally stocked by Seller, the agreement can only be cancelled if the delay means that Purchaser's purpose with the purchase cannot be fulfilled without considerable inconvenience.

Seller does not undertake responsibility for delay or consequences of delay, as well as Purchaser is not entitled to other rights arising from breach of contract.

8. Creditor default

If Purchaser omits to collect the goods or ask for shipment, after the time of delivery has occurred, Seller is entitled to store and insure the goods at the cost of Purchaser. If Purchaser omits to collect the goods, after written request, Seller is entitled to sell the goods at the best possible price at Purchaser's expense, also in the case where the goods have been manufactured especially according to Purchaser's instruction or specification.

9. Defects

Seller's responsibility only comprises defects which Purchaser has complained about within one year after the delivery. Besides, Seller is only responsible to Purchaser to the extent that Seller's supplier is responsible to Seller.

Remedy

Within the mentioned period Seller has the right and duty to rectify possible defects at the delivered goods by repairing or to deliver new goods, this is the choice of Seller. All other costs in connection with a defect, also transport, standoff pay, subsistence allowance, accommodation, as well as costs in connection with exposure or making the defect parts accessible are of no concern of Seller.

Seller's duty to rectify defects is on the condition that Purchaser proves that the delivered goods have defects, and also proves that the goods have been stored, installed, used and maintained correctly and according to the instructions from Seller.

As long as Seller fulfils his obligation to supplementary performance Purchaser cannot demand other remedies for breach of contract, such as cancelling the purchase agreement,

demanding proportional reduction or compensation or holding back the payment partial or completely.

Software

Seller is only responsible for defects at the software which is sold by Seller. Seller is not responsible for defects, such as compatibility problems, for software bought from third party.

10. Product liability

Seller's product liability can never exceed the amount in Seller's liability insurance for each claim, interest and costs included.

Purchaser must hold Seller indemnified to the extent Seller is held liable towards third party for a such claim and loss which Seller is not liable for towards Purchaser, according to the third paragraph of this article.

Seller is not liable for a claim according to the regulations about product liability unless Purchaser proves that the claim is due to faults or neglects from Seller.

Seller is never liable for consequential loss, lost profit or other indirect losses.

If third party claims against one of the parties for liability in damages according to this article this party must immediately inform the other party about it.

Seller and Purchaser are mutually obliged to accept legal proceedings at the court of arbitration which tries claims for damages which have been made towards one of them because of a damage or loss, which is claimed to be caused by the material. However, the mutual relationship between Purchaser and Seller must always be settled by arbitration according to article 14.

11. Limitation of liability

Seller is never liable for consequential loss, lost profit or other indirect losses, such as costs for dismantling or replacement of the inadequate article.

Seller is in all cases only liable to arrange replacement or repair of the inadequate article.

As regards calculations etc. made by Seller, Seller is only liable to the extent that the claim is covered

by Seller's liability insurance, as mentioned in article 9.

12. Complaint & examination obligation

At reception of the goods Purchaser is obliged to undertake an examination of the goods, if they are according to the contract. Purchaser is obliged to complain in writing immediately, if he finds any shortage or inadequacy, and Purchaser cannot complain about such shortage or inadequacy later, if this could have been stated at this immediate examination. Purchaser cannot invoke deficiency either, if Purchaser omits to complain immediately about deficiencies which have been stated later, which Purchaser has not or should have noted at the time of delivery. Purchaser is obliged to cover Seller's costs in connection with claims which are unfounded, or in case of deficiencies which Seller is not liable for.

13. Force majeure

Seller is non-liable for missing or delayed fulfilment of the agreement if the reason is force majeure, war, riots, civil disturbances, intervention by government or public authorities, fire, strike, lockout, prohibition on export and/or import, lacking or insufficient supplies from subcontractors, lack of manpower, fuel, motive power, or any other reason which is beyond Seller's control, and which may delay or prevent the manufacturing and delivery of the sold goods.

If a delivery in time and without any deficiencies is obstructed temporarily under one or more of the mentioned circumstances, the delivery is postponed in a period equal to the duration of the hindrance with an addition of a reasonable period for normalising of the circumstances. Delivery at the postponed time of delivery will then always be considered punctual. If the hindrance of delivery is expected to continue for longer than 8 weeks, both Seller and Purchaser are entitled to cancel the agreement without this being seen as a breach of contract.

14. Choice of law & venue

Any dispute between the parties which cannot be settled amicably are to be settled according to Danish law, and by arbitration or usual court according to Seller's choice.

In the cases where Seller chooses that a dispute shall be settled by arbitration, the court of

arbitration must be constituted by three members which must all be appointed by the President of the High Court of Western Denmark. One of these members – the chairman – must fulfil the demands to be a judge, whereas the two other members must be qualified as regards the object of the dispute.

Conditions of return

In general

Stocked articles can only be returned if they have been bought from Seller, if they are intact and in original unbroken packaging.

At the time of return the article must be registered in our warehouse and it must not be in an unusual large quantity compared to our usual sale.

At the return of articles the following information must always be given:

- Purchaser's account number
- Seller's article number
- Quantity
- Delivery note number or invoice number
- Reason for return (return, replacement or sample)

Articles without the above mentioned information can only be returned according to prior agreement and at a fee of at least 25% of the purchase price for the article.

In other cases we will calculate a return deduction according to the diagram below.

All freight costs in connection with the return of articles are to be paid by Purchaser.

Return fee

The return fee is calculated according to this diagram:

Return	Return fee
0-7 days from date of delivery	10%
8-45 days from date of delivery	15%
More than 45 days from date of delivery	25%

As basis for the calculation we use the purchase price of the article exclusive of VAT at the time of return, though as a maximum the value at the time of delivery.

Return orders at a value of less than 500 DKK are not credited.

Return of articles more than 45 days from date of delivery can only take place according to written agreement with Seller.

Procedure for return

Return of articles can take place in this way:

- A telephone call to Seller – you will receive a return number from Seller
- An E-mail to Seller – you will receive a return number from Seller

Special order articles not stocked

Usually special order articles not stocked cannot be returned. If nevertheless, you want to return a special order article not stocked, this is only possible according to a preceding written agreement with Seller and subject to accept from the supplier.

The crediting will not take place until the supplier has credited Seller. Possible return fees from our supplier will be deducted at the time of crediting.

At the return of special order articles not stocked a return fee of 300 DKK will be calculated, in addition to our usual return fee.

Articles which have not been bought at Seller can of course not be returned to Seller.

Spare parts delivered under warranty

Spare parts which have been delivered under warranty will be invoiced at first. When we receive the defective parts within two weeks from date of delivery the amount will be credited 100%. If the return takes place after two weeks but within 45 days there will be a deduction of 15%. After 45 days the amount for the parts will not be credited.

Measured cables

Cables, delivered in measured lengths, cannot be returned.

Nonmarketable articles

Articles which have been damaged, which are in broken packaging, or in other ways are nonmarketable, cannot be returned.

Repairs

If Purchaser wants to have an article repaired at own costs, Purchaser must send this article directly to Seller to be repaired.

All articles, which are sent to Seller to be repaired, or other cases of complaint treatment, must have a full description of faults enclosed.