

General terms of sale and delivery for FURUNO DANMARK A/S (FDK) – Professional Customers

The following general conditions of business are applicable unless otherwise agreed in writing.

1. Quotation and Delivery

Unless otherwise agreed, all orders are quoted at the prices in force on the day of delivery. Price and delivery dates are subject to strike, lockout or other factors beyond our control, cf. clause 9.

Unless otherwise agreed in writing, delivery dates are confirmed to the best of our judgement and subject to the goods being unsold. If FDK finds that an agreed delivery date cannot be made or that a delay is likely, the customer shall receive notification hereof in writing with an indication of the expected delivery date.

If FDK is unable to deliver the goods sold in accordance with the delivery date agreed upon or on a new delivery date as arranged under the provisions of this condition, the customer shall be entitled to cancel the contract.

Under no circumstances shall FDK's liability for losses incurred by the customer, resulting from delay or non delivery, exceed of DKK 10,000.

2. Technical information, product information etc.

All details contained in brochures, catalogues, price lists etc. of weights, dimension capacity, performance and other technical specifications shall be approximate only and shall be binding only provided specific reference is made to such particulars in the contract.

3. Changes of specifications

Prior to delivery and without notification to the customer, FDK reserve the right to make necessary changes to specifications or constructions, etc.

Such changes will not entitle the customer to cancel the contract if they do not materially affect the characteristics of the product unless the customer is able to prove that a specific construction etc. was precondition to the contract. Any changes or cancellations of the contract shall not entitle the customer to claim damages.

4. Prices

Unless otherwise agreed in writing, the prices stated in quotations and agreements are inclusive of packing and exclusive of VAT and other taxes or duties.

5. Shipment

Prices are based upon ex-works deliveries unless otherwise agreed. Shipment from FDK will be at the consignees' risk. At our customer's order and for his account, a transport insurance will be made. Any claim for damages shall be notified within 7 days of the expected arrival of the goods.

6. Payment

FDK's terms of payment are stated in the offer. If the customer fails to pay the invoiced price at due date and such delay is not caused by FDK, FDK shall be entitled to charge penalty interest on the overdue amount from the date of payment at a rate corresponding to 7% p.a. over the base rate of the Danish Central Bank (Nationalbanken). Title to goods shall not pass to the customer until the amount due as invoiced has been paid in full. A bill of exchange or an instrument of debt shall not be considered payment until such instrument has been honoured in full.

Storage of goods: If the customer fails to provide any instructions regarding delivery within 7 days of our notice that the goods are ready for dispatch, FDK shall be entitled to store or arrange for storage of the goods on the customers account. Delivery shall be deemed to have taken place and the invoiced price shall be payable.

7. Defects

For a period of 12 months after delivery to first user – for FURUNO products 24 months after delivery to first user, FDK shall, at our option without undue delay, replace with similar goods or repair any defective goods, which do not comply with their description in respect of construction, materials or manufacture.

Replacement under warranty shall not include any defects arising from lack of maintenance or failure to comply with our directions, unauthorised or improper use, adjustments or alterations made without our written consent or extreme weather conditions.

Defects resulting from wear and tear will not be covered under the provisions of this condition. Costs (including travel and travel time) and expenses relating to installation or dismantling will not be covered under this condition.

Any claim for non-compliance of the goods with specifications shall be notified in writing by the customer to FDK without undue delay.

Any claim which comes within the scope of this condition shall be rectified by FDK without delay. If the customer himself is able to rectify such defects, rectification shall be deemed to have been made under this condition on the dispatch of replacement or repaired goods.

If defective goods or parts are returned for replacement or repair, the customer shall, unless otherwise agreed, pay the transportation costs and the risk of loss/damage during transportation.

Delivery of any repaired or replacement goods or parts shall be made on FDK's account and risk. Defective parts replaced under the provision of this condition shall be FDK's property. FDK shall repair or replace parts of the goods on the same terms and conditions valid for the original goods. Under no circumstance shall FDK's obligations under the provisions of these conditions exceed a period of 2 years from original delivery to customer.

When the customer has taken title to the goods, FDK shall not be liable for any defect with the exception of defects within the scope of the provisions of this condition. No claims against FDK shall be made in respect of indirect losses e.g. consequential losses as loss of time sustained by the customer arising from defective goods.

FDK' general warranty conditions can be submitted on request.

Cancellation of purchase orders

Cancellation of purchase orders for products in our normal range of products (i.e. products normally stocked and included in our standard price list) that are ordered according to our normal selling prices can without any fee be canceled prior to shipment from FDK.

For cancellation of special ordered goods (goods that are not part of our normal product range / not normally stocked and not registered in our normal price list) or items that are part of a package/larger order sold at special rates can – if otherwise is not stated in our order confirmation – be canceled prior to shipment from FDK against a cancellation fee of 15% of the price of the goods

8. Returns of purchased goods

Complete Equipment contained in our normal product range (i.e. products normally stocked and included in our standard price list), can be returned free of charge within 14 days of the invoice date, if the product is unused, flawless and in its original packaging. Programming fees are non-refundable.

Spare parts/Exchange modules contained in our normal range (i.e. products normally stocked and included in our standard price list) must be returned in the original packing/sealed plastic bag to qualify for full credit.

A restocking fee of DKK 595.00 applies for each returned item.

If the seal of the plastic bag has been broken, a restocking fee of DKK 895.00 is charged for each returned item.

Before returning, please fill out an RMA form (Return Merchandise Authorization), available at: <http://rma.furuno.dk/>. The returned product must be clearly marked with the RMA identification.

Return of special products (products that are not part of our normal product range / not normally stocked and not registered in our normal price list) or products which are part of a package/larger order purchased at special rates can only be returned based upon separate agreement with FDK and then against a restocking fee equal to 15% of the invoiced price.

Return of goods is at your own risk and expense.

9. Extent of liability, product liability

For such damages, which are directly covered by Act. No. 371 of June 7, 1998 with amendments by Act No. 1041 of November 28, 2000 and Act No. 541 of June 8, 2006, regarding liabilities of products, the conditions of the Act apply.

FDK shall only be liable to the customer for personal injury if it can be proved that the personal injury has resulted from errors or omissions made by FDK, FDK's negligence or negligence of others for who FDK is liable.

FDK shall not be liable for damage to real estate or personal property while the goods are in the customer's possession. Neither shall FDK be liable for damage to products manufactured to the customer containing components manufactured by the customer. Otherwise FDK shall be liable for damage to real estate or personal property on the same terms and conditions as for personal injury.

If product liability is imposed on FDK for any third party, the customer shall be obliged to hold FDK harmless in accordance with this condition.

If any third party raises a claim for damage under this condition against one of the parties, such parties shall notify the other party hereof forthwith.

FDK and the customer shall be under a mutual obligation to be sued in the court which deals with any claims for compensation arising out of injury or damage alleged to have been caused by FDK goods. Any disagreement between the customer and FDK shall be settled in accordance with condition 10.

The above limitation of FDK's liability shall not be applicable in the event of gross negligence on the part of FDK. The seller is not liable for any working deficit, lost earnings or other indirect loss.

10. Force Majeure

If the performance of the contract or any obligation under it is prevented or interfered with by reason of any of the following factors, the parties shall be excused from performance: Labour conflict, strike, lockout or other circumstance beyond the control of the parties, such as fire, war, mobilisation or unforeseen drafting for military service, sabotage, confiscation, currency restrictions, riot and civil commotion, lack of means of transport, general scarcity of goods, restrictions on motive power and defective supplies or delay from sub-suppliers caused by any of the factors mentioned above.

The party affected by any of the above factors shall notify the other party forthwith of such occurrences, their beginning and end.

Either party shall be entitled upon written notice to the other party to cancel the contract if, within a reasonable period of time, performance hereof is impossible because of any of the factors mentioned under this condition.

11. Law and construction

Dispute arising from the contract or above attached conditions shall be governed by Danish law with the Maritime and Commercial Court in Copenhagen as venue.