



DOT AquaCoat A·S's  
(hereinafter "DOT")  
Sale and Delivery Conditions

16th September 2015 – Rev. 1

DOT will take the utmost care with all delivered components/goods and provide the proper professional treatment. DOT will show the appropriate vigilance and due diligence as required. You are welcome to obtain technical instructions at DOT by calling +45 70 120 140 and/or request to speak to one of DOT's consultants on that same telephone number.

DOT carries out AquaCoat in accordance with technical data sheet – see [www.aquacoat.dk](http://www.aquacoat.dk), provided that the materials are suitable. If the customer has different requirements in relation to this data sheet regarding pre-treatment and monitoring, these must be accepted by DOT and recorded in writing in the quotation.

## Sales and delivery conditions

### **Pick-up and Delivery**

**1.** DOT will as far as possible comply with all agreements regarding delivery and constantly follow up on delivery failure on our quality and environmental control system. All customers are covered by DOT's logistics planning which is continuously updated. DOT has a pre-planned route system which services customers in accordance with an established turnaround time. This schedule is conditioned upon the components/goods adhering to the geometry and tonnage in accordance with the restrictions/conditions for the route system. Additional information is available at [www.dot.dk](http://www.dot.dk). Another agreement on logistics is also possible.

**2.** If materials are not suitable for production, if materials are put into quarantine or if re-production is required, a postponement may be necessary, which, in all circumstances, is agreed with the customer.

**3.** We require a firm/solid roadway at the pick-up and delivery address and the customer must provide loading equipment and materials, as well as make staff available for loading so this can be accomplished without unnecessary delays. It is also the customer's responsibility to provide DOT with a detailed and specific delivery note at the time of pick-up, including at least the quotation number, quantity, description of goods, measurements and any available drawings. DOT takes no responsibility for any discrepancies. Any delays, in excess of an hour, at the customer's premises or construction site will be charged to the customer.

**4.** If the customer requires pick-up or delivery at another address than his own premises, the customer is solely responsible for the additional costs. It is the customer's responsibility to have a duly authorized representative available to approve quantity, quality and to sign for the goods. If this is not done, DOT is not responsible for any damage and/or discrepancies related to a subsequent complaint.

### **Responsibility for Deficiencies**

**1.** DOT takes responsibility for mistakes and discrepancies at the point of delivery. This responsibility encompasses discrepancies regarding the surface treatment itself as well as damage or discrepancies to the components/goods while in DOT's care. Our obligations closely

meet the requirements of the Danish Sale of Goods Act and AB 92. The limitation period for any complaint, unless otherwise agreed and defined in the quotation/order confirmation, is always 2 years. It is the customer's duty to notify DOT as soon as the discrepancy is identified.

**2.** Consequential costs beyond the rectification of the specific discrepancy or damage of the components/goods is not covered.

**3.** The product liability only covers the surface coating as described in the Danish Sale of Goods Act and AB 92.

### **Product Quality**

Product quality for the individual surface treatment is done according to the customer agreements mentioned under conditions. A lesser coating thickness must be accepted on sharp edges.

### **Force Majeure**

All orders are carried out without any responsibility for break-down in production as a result of labor/industrial conflicts as well as any other circumstance out of the partners' control. If any given circumstance, as described above, persists for longer than three (3) months, DOT reserves the right to terminate the contract with the customer. This must be done by written notice to the customer.

### **Prices and Payment Terms**

**1.** Unless otherwise agreed, the prices and terms set out in the enclosed quotation/order confirmation are applicable until DOT notifies the customer in writing with 14 days' notice of any changes in price and/or terms. In the event the original agreement is changed, the customer is free. Additional work in connection with preparation, if the customer has forgotten this, is charged on hourly basis.

**2.** A complaint does not entitle the customer to withhold payment. The customer can, with DOT's approval or by order of the Court, offset a specified amount.

**3.** Payment delays by the customer or exceeding of a credit limit, DOT reserves the right to only carry out further deliveries on a 'cash on delivery' basis and to demand immediate cash payment on all open and deferred invoices.

**4.** Ongoing pricing agreements between DOT and the customer will become null and void if no orders have been placed within a 3 month period. Price and conditions are arranged at the time of subsequent trade.

### **Jurisdiction**

All disputes related to deliveries must be brought in District Court in Herning, Denmark. All disputes are determined according to Danish law. If the parties agree to this, the dispute can

be resolved through arbitration under Danish law. All related product liability cases should be referred to the Danish Sale of Goods Act and AB 92.

### **Customer Requirements**

- 1.** DOT must be provided with delivery notes for all goods specifying the required treatment, quantity, quotation number, description of goods, measurements and preferably relevant drawings.
- 2.** It is the customer's responsibility to ensure that the construction is designed so as to enable the required handling, pre-treatment, surface treatment of the materials/goods.
- 3.** The customer must contribute to the pick-up, delivery and control upon receipt of goods as stated elsewhere.
- 4.** The customer must use suitable types of steel and provide smooth surfaces without rust, clamps, weld spatter, slag residue as well as rounded edges and corners so the materials/goods are suitable for the desired surface treatment. The materials/goods must be clean, except for products that can be removed through pre-treatment. DOT can provide guidance on this matter.
- 5.** The customer or his customer should have an inspection and maintenance plan for the materials/goods in place, so flaws, whether related to DOT or subsequent mounting and use are discovered and mitigated. DOT can provide guidance on this matter.
- 6.** The customer must notify DOT of any flaws or discrepancies related to DOT as soon as these are discovered. Visible flaws must be reported at the time of delivery or at the latest 48 hours later.
- 7.** Storage of goods, delivered by DOT, must be done in a protected environment, so as to not cause deterioration of the surface treatment before, for example, mounting etc.

\* The Danish Sale of Goods Act LBK nr. 237 of 28/3 2003

\*\* General conditions for building and civil engineering works and supplies of 10/12 1992.