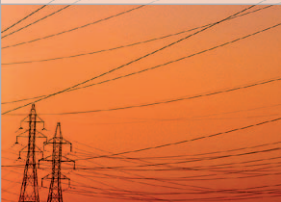


# Terms of sale & delivery



**Engine- & Generator  
Control,  
Alarm Monitoring,  
& Arc Protection**





## SELCO A/S

SELCO is a Danish manufacturer and a pioneer within generator control and protection, alarm monitoring, and arc fault protection.

SELCO equipment is widely used in electrical installations and process automation applications to marine, offshore, in transformer stations and power plants, in wind turbines, heavy industry, hospitals, banks, etc.

Since the establishment in 1984, SELCO continuously has expanded its activities throughout the world. Today the equipment is promoted through subsidiaries in several regions and professional partners worldwide.

The R&D of SELCO is securing that new equipment is being launched to the markets from a state-of-the-art technology platform, thus meeting customers' expectations to reliable product quality, user-friendly design and versatile functionality.

In addition, SELCO offers a comprehensive range of services including technical support, application support and spare part services.

SELCO equipment has been approved and certified by all major marine classification societies, and the company is ISO9001 certified.



## Contact Persons



Jens Hammer Sørensen  
Managing Director  
jehs@selco.com



Maibritt Schou Sørensen  
Executive Secretary  
mass@selco.com



Jakob Seedorff  
Technical Director  
jase@selco.com



Steen Lydeking Andersen  
Global Key Account Manager  
stan@selco.com



Anna Rasmussen  
Area Sales Manager  
anra@selco.com



Morten Mortensen  
Area Sales Manager  
more@selco.com



Hanne Malcorps  
Shipping Supervisor  
hama@selco.com



Helen Enghoff Birch  
Shipping Supervisor  
hebi@selco.com



Elisabeth Windelin-Haslund  
Marketing Manager  
elwh@selco.com



Jens Lindemann  
Product Manager  
jeli@selco.com



Claus Kristensen  
Service Engineer  
clkr@selco.com



Klaus Olesen  
Support Engineer  
klol@selco.com

# Terms of sale and delivery

## 1. General

The below terms shall apply to all offers, sales and deliveries made by or on behalf of SELCO A/S (“SELCO”). Deviations from these terms shall only apply provided that a written confirmation has been made by SELCO.

## 2. Offer/acceptance of order

An order is not binding on SELCO until confirmed in writing by SELCO provided, however, that where SELCO has commenced work / made delivery to the Buyer, an agreement will be considered concluded between the Parties notwithstanding the fact that a written contractual basis in the form of an order from the Buyer and an order confirmation do not exist.

An offer shall remain open for 60 days from the date of the written offer.

An offer/acceptance of order does not comprise the supply and delivery of installation materials, nor mechanical and electrical mounting, which are requested by the Buyer to be executed in accordance with SELCO’s specifications.

Commissioning of the equipment is not comprised by the offer/acceptance of order.

In such cases where the Buyer wishes the work to be carried out by SELCO’s service organization, the work will be carried out in accordance with SELCO’s terms and conditions for services delivered by SELCO A/S as amended from time to time.

Costs pertinent to the approval and authorization of classification societies and other authorities are not comprised by the offer/acceptance of order.

In case the Buyer cancels an order given to SELCO, which cancellation must be provided in writing, SELCO shall reserve the right for compensation/payment of work already carried out.

## 3. Price

The price of a product shall, unless otherwise explicitly stated in the Agreement, be the price indicated in the confirmation of order. Prices shall be net, EX WORKS (incoterms 2010), exclusive of packing and public duties, including but not limited to VAT.

All orders are accepted with reservations for subsequent price increases due to

1. Imposition of additional public duties or increases of already existing public duties, or
2. Price increases due to increased costs, including currency fluctuation, which has become effective after the acceptance of the order, but prior to delivery.

Fixed prices:

Sales prices given as fixed prices shall apply for delivery at the time fixed by the offer/acceptance of order.

## 4. Terms of payment

Unless written agreement has been made to the contrary, the terms of payment are prepayment.

In the event of late payment, SELCO is entitled to charge interest from the due date at a rate corresponding to the rate of the Danish central bank (Danmarks Nationalbank) plus 9% per year.

If the Buyer cannot take delivery of the products to be delivered by SELCO at the time agreed, the payment is to fall due when the products are ready for delivery.

In case of part deliveries, the payment for the part delivery shall be due at the time of delivery of such part and if the term of payment is exceeded, SELCO shall be entitled to retain supplies without this having as a consequence that SELCO loses its right to demand completion of the Agreement.

Where payment is not received by the fixed due date, SELCO reserves the right, where necessary, to retain further deliveries or parts hereof and/or notify the Buyer in writing that the Agreement is terminated in whole

or in part. Where SELCO terminates the Agreement in whole or in part, SELCO is entitled to damages and/or compensation.

Where payment is not received by the fixed due date, this may result in additional collection costs being incurred in accordance with the applicable collection legislation. All collection costs, including any legal costs, are to be borne by the Buyer.

The Buyer's withholding of payments due to counterclaims which have not been acknowledged in writing by SELCO shall not be possible and shall be deemed not payment giving SELCO the aforementioned remedies.

Ownership shall pass when the full amount, inclusive of interest, if any, has been received, and this shall also apply in cases where bills of exchange are involved.

## **5. Delivery**

The product shall be delivered at the place agreed upon and stipulated in the order confirmation and/or agreement.

The date of delivery appears from the order confirmation and/or agreement and SELCO shall make its reasonable efforts in meeting the date of delivery. The date of delivery is based on the complete specifications by the Buyer at the time of the placing of the order, and is subject to SELCO receiving materials from its sub-contractors in time.

Where SELCO is in any way prevented from performing its obligations as a consequence of causes attributable to the Buyer, SELCO is entitled to demand that fixed deadlines for deliveries be postponed by the duration of the delay and a fair start-up period after the delay has ended.

Where a material delay occurs that is attributable to SELCO; the Buyer shall be entitled to cancel the order. Any delay not exceeding [15 (fifteen)] business days shall, regardless of the circumstances, not be deemed to be material.

Delivery shall take place according to what is laid down and agreed between SELCO and the Buyer in the order confirmation, cf. Incoterms 2010. Risk of loss and damage to the products shall always pass from Selco to the Buyer upon delivery, cf. the order confirmation, if delivery cannot take place due to circumstances attributable to the Buyer at the date of delivery originally agreed in the order confirmation. Unless otherwise agreed in the order confirmation, the Buyer shall pay all costs of delivery, including payment for transportation and insurance.

If the Buyer cannot take delivery of the product at the agreed place of delivery, the Buyer shall pay all SELCO's costs relating to the non-delivery of the product, and/or the delivery of the product at another location.

## **6. Limitation of liability**

SELCO cannot under any circumstances be liable for an amount exceeding the Customer's total payment under the agreement which the claim concerns, and is under any circumstances only liable for a maximum amount of DKK 50,000 for each individual agreement. This maximum figure applies as a total accumulated maximum figure for all aspects of an agreement entitling the Buyer, including the Buyer's affiliated or associated companies, to damages, irrespective of whether such claim for damages is made due to negligence or gross negligence on the part of SELCO.

SELCO is not liable for any indirect loss, such as consequential loss, operational loss, loss of data and expenses until such data is re-established or loss of profits, irrespective of whether such loss is caused by negligence or gross negligence.

SELCO has product liability in accordance with the mandatory legislation in this respect in force from time to time. SELCO assumes no product liability beyond such statutory liability. The above limitation of liability and disclaimers also apply to SELCO where a claim is made against the Buyer resulting in non-contractual liability on the part of SELCO.

To the extent that SELCO incurs product liability towards a third party, the Buyer shall indemnify SELCO to the extent that SELCO's liability towards the Buyer has been limited in accordance with the provisions stated above

## **7. Force majeure**

If delivery cannot take place by reason of force majeure, SELCO is exempted from any liability related, directly or indirectly, to such failure of delivery and shall be entitled at its own discretion to postpone delivery or to terminate the Agreement. The Buyer is not entitled to terminate the Agreement and/or to claim damages and/or compensation.

SELCO's exemption from liability in case of force majeure shall apply irrespective of whether similar goods may be procured from other suppliers.

Force majeure shall include all circumstances beyond the control of SELCO, including but not limited to any event attributable to Acts of God, embargoes, unavailability of deliveries from suppliers, power, water or utilities, fire, war and acts of war, terrorism, transportation breakdown, government invention, general strikes, blockades, lock-outs and other similar events affecting SELCO.

## **8. Defects**

The Buyer is under an obligation to carefully examine and control all deliveries immediately upon such delivery and to notify SELCO immediately of any defects such examination and control may reveal. The notification shall contain a detailed description of the defects and shall be carried out by using the Return Material Form which can be located on [www.selco.com](http://www.selco.com), (see the Service section).

Any notification of defects must in any event reach SELCO within one (1) month from the time of delivery after which time SELCO's liability for defects, including its obligation to rectify defects, lapses.

Notwithstanding the aforementioned, for all equipment and parts manufactured by SELCO, SELCO shall accept for a period of 12 months calculated from the day of commissioning, however, not more than 15 months after the day of the delivery, to make the following repair work:

When during the above periods any defects are found in the construction, materials, or design with any part manufactured by SELCO, and when the said defect is not due to ordinary wear, bad maintenance, or mishandling, the equipment must be submitted to SELCO free delivered, where after, as soon as possible and within normal working hours, SELCO shall make repair work and provide for substitutions to the extent necessary.

If it is desired that a defect found, comprised by the above, shall be repaired on the spot, the repair work shall be free of charge as regards working time and materials; however, the Buyer will be charged with the costs in connection with transport, travel time, accommodation, subsistence allowances etc. during the stay, and to and from the place. Substitute and repair parts shall be supplied EX WORKS, exclusive of mounting. Concerning parts of other manufacture, which form part of a SELCO supply, repair work shall be made only to the extent that the sub-supplier in question can be held liable.

The repair work comprises only what is described above, and does not entitle the Buyer to any compensation or damages.

SELCO shall not be obliged to cover any expenses paid by the Buyer in connection with the finding of defects of, or repair of, equipment supplied, unless agreement has been made to the contrary.

## **9. Intellectual Property Rights etc.**

All intellectual property rights in the products shall remain the property of SELCO.

To the extent that products delivered by SELCO are wholly or partly developed or designed according to specifications provided by the Buyer, the Buyer is liable to effect that such products infringes any intellectual property right of third parties.

The Buyer merely obtains a right of use to the delivery corresponding to the terms governing the Buyer's acquisition of a license to the solution developed by SELCO. These license terms can be obtained from SELCO at any time.

## **10. Disputes**

These terms of sale and delivery, including any dispute arising out of these terms of sale and delivery, shall be governed by Danish law. Disputes which cannot be settled amongst the Parties shall be decided by SELCO's home court as stipulated in SELCO's Articles of Association.

# SELCO Worldwide



- |                |             |                      |
|----------------|-------------|----------------------|
| Argentina      | Hong Kong   | Philippines          |
| Australia      | Iceland     | Poland               |
| Austria        | India       | Portugal             |
| Brazil         | Indonesia   | Romania              |
| Belarus        | Iran        | Russia               |
| Belgium        | Italy       | Singapore            |
| Bulgaria       | Japan       | South Africa         |
| Canada         | Kazakhstan  | Spain                |
| Chile          | Korea       | Sweden               |
| China          | Lebanon     | Taiwan               |
| Croatia        | Malaysia    | Thailand             |
| Cyprus         | Malta       | Turkey               |
| Czech Republic | Mexico      | Ukraine              |
| Egypt          | Netherlands | United Kingdom       |
| Finland        | New Zealand | United Arab Emirates |
| France         | Norway      | U.S.A.               |
| Germany        | Pakistan    | Venezuela            |
| Greece         | Panama      | Vietnam              |

**Main Office:**

SELCO A/S  
 Betonvej 10  
 DK-4000 Roskilde  
 Denmark  
 Phone: +45 7026 1122  
 Fax: +45 7026 2522  
 E-mail: selco.dk@selco.com  
[www.selco.com](http://www.selco.com)