

# General terms of delivery and sale

Business Registration number 34350612

## Area of application:

- 1.1 These general terms of delivery and sale below apply to deliveries by the vendor of goods and services, insofar as nothing to the contrary has been agreed in writing.
- 1.2 In addition, the Danish Sale of Goods Act (*købeloven*) and the general rules of Danish law shall apply.
- 1.3 Any conditions of purchase of the buyer shall only apply if this is agreed through express written agreement between the parties.

## Payment terms:

- 2.1 Unless otherwise agreed, payment shall be effected in cash upon delivery.
- 2.2 In event of payment after the due date, interest shall be charged at 1.5% per month. Interest shall be added monthly.

## Reservation of title:

- 3.1 In the event of sale on credit, the vendor reserves right of ownership to the items sold until such time as the entire purchase sum, including interest and any costs, has been paid in full.
- 3.2 The sold item must not be incorporated into or merged with other objects. Modification, processing and similar arrangements concerning the sold item, including its relocation or assignment for use by a third party, must not be performed without the written consent of the vendor. Any transgression of this point shall be seen as a major breach of the purchaser's undertakings towards the vendor.

## Delivery:

- 4.1 The vendor shall not be responsible for delayed delivery insofar as the delay is due to force majeure or other circumstances beyond the vendor's control, including import and or export bans and labour disputes of all types.
- 4.2 If there are, however, obstacles to flawless and timely delivery as a result of the circumstances mentioned above, the delivery time should be postponed for a period of time equal to the duration of the obstacle. Delivery by the new postponed delivery time shall thus be seen as being on time in all respects.
- 4.3 In the case of delay as a result of the circumstances cited under point 4.1, each of the parties is to be entitled to annul the agreement by giving written notification to the other party, once the delay has lasted for more than three months, without either of the parties in this case being able to claim breach of contract against the other party.
- 4.4 In other instances of delay, the purchaser may annul the agreement if the vendor has not effected delivery within 30 days from the time of having received a written request to do so from the buyer.
- 4.5 Unless otherwise agreed, the delivery terms are ex Herlev / ex works.
- 4.6 Orders for less than DKK 1,000 excluding Vat, shall be subject to a forwarding surcharge of DKK 95.00.  
In the case of loose equipment, orders over DKK 3,000 excluding Vat shall be delivered free in DK, and machinery shall be delivered ex Danish stores.
- 4.7 As far as electrical and electronic equipment sold under this agreement is concerned, it is agreed that the purchaser of the electrical and electronic equipment shall, for his own account, arrange for the waste associated with the electrical and electronic equipment to be sent back to the vendor's address. The vendor shall thereafter, for its own account, see to it that it handles the waste in accordance with Article § 9j of the Danish Act on the Protection of the Environment (*miljøbeskyttelsesloven*).
- 4.8 Any complaints relating to delivery must be reported no later than 8 days after receipt of the goods.  
Goods shall only be taken back after prior agreement. The goods must be returned in their original packaging and must be new, unused and undamaged.  
A copy of the delivery note must be attached.  
Return freight is to be paid for by the purchaser unless the vendor sent the delivery in error.

## Defects:

- 5.1 In the event that, within 12 months of delivery, original defects in the delivered item are detected, the vendor undertakes to deliver a replacement item, to deliver a new item or to repair the item. The vendor may demand that it attempts to repair the item before suggesting replacement or new delivery insofar as this causes no major inconvenience to the purchaser.
- 5.2 The purchaser may neither cancel the transaction in full or in part nor demand a corresponding discount or compensation unless it is demonstrated that the vendor has acted with gross negligence or intent.
- 5.3 If the purchaser confirms defects in the supplied object and wishes to make a complaint about this to the vendor, the purchaser must, as soon as the defect has been confirmed, give the vendor written notice thereof, setting out what the defect comprises. If the vendor does not provide such notification, after the defect has been confirmed or ought to have been confirmed, the purchaser shall lose the right to make a claim about the defect against the vendor. Defects as a result of overload, improper use or general wear and tear cannot be claimed against the vendor.
- 5.4 The purchaser must return defective goods in the original packaging. The returned goods must be new, unused and undamaged. A copy of the consignment note or invoice must be attached. Return freight charges must be paid for by the purchaser if it turns out that the goods are not faulty.

## Product liability:

- 6.1 The general rules and regulations contained in the Danish Act on Product Liability [*produktansvarsloven*] apply to damage to consumables and personal injury.
- 6.2 The vendor is not liable for damage to commercial property unless it is attributable to gross negligence on the part of the vendor.
- 6.3 Insofar as a third party holds the vendor liable in connection with the product, the purchaser undertakes to indemnify the vendor to the same extent as the vendor's liability limit in relation to the purchaser.

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## Liability exclusions:

7.1 The vendor shall never be responsible for indirect losses, including operating losses, loss of profits, or losses caused by the failure of the purchaser to perform its duties vis-à-vis third parties, unless the vendor has acted with gross negligence or intent.

## Legal venue:

8.1 Any dispute between the vendor and the purchaser relating to the drafting, interpretation or implementation of this contract must be decided upon, at the vendor's option, either by the Copenhagen City Court or at the court in Glostrup. In both cases with the normal right of appeal.