



# Terms of Sales and Delivery

All prices given by SELLER are ex. VAT, handling, packaging, environmental tax, and shipping. Prices are subject to change without prior notice.

## §1. Application

These general terms of sales and delivery ("Terms"), apply to the purchase by the Buyer ("Buyer") from the SELLER ("Seller") of any and all deliveries of products or services from Seller. No terms and conditions contrary to the Terms are binding on Seller. Deviations from the Terms must be agreed between the parties in writing.

## §2. Offers

An offer is valid for 14 days from the date of the offer. In case that the Seller to the Buyer undertakes to develop or modify a product, a special development agreement is entered.

## §3. Price and Payment terms

All prices are ex. VAT. In case of payment after the due date, interest and reminder fee will be added. The interest is 1.5 % for each month or part of a month and the reminder fee is DKK 100 / EU 13, 43. Regarding development agreements, payment will be by hours spent according to the applicable hourly rate at any time.

## §4. Minimum purchase

When you make a total purchase less than DKK 1200 / EU 160, there will be a handling charge of DKK 225 / EU 30 ex. VAT.

## §5. Delivery and delays

The delivery is ex works. For payment, it is possible to deliver by DAP, see incoterms 2010. Any changes to the specifications on receipt of the order, or if the customer is going to provide components for the job himself, or if the customer has selected specific subcontractors, or specific component products, a delay does not give customer any remedies for breach of contract. Delivery within 14 days after the date of the order confirmation is considered timely delivery, in the sense that it does not provide customer any remedies for breach of contract. Additional delays, regarded as important for the customer, gives the customer the right to cancel the contract on the delivery in question. This is the only remedy, which the customer has, and the customer cannot make other demands, such as coverage of direct or indirect losses.

## §6. Waiver order, production shutdown and product changes

Waiver order must be completed within one year from the date the contract is signed. Accordingly, the remaining part of the order will automatically be sent to the customer and invoiced. In case that a customer stops the production or changes components in a product and Seller has purchased a stock of special components, or has made a framework agreement with suppliers, or signed a minimum inventory with the customer, or if components are purchased in minimum packed sizes, and the component is used only to this product, the customer is obliged to take Seller's costs and losses by selling this stock of special components.

## §7. Development projects

Development work agrees separately but as a minimum, the following applies: A placed purchase order from the customer regarding a developed product is considered as a final acceptance and approval of the developed product functionality and physical and electrical properties, and that it meets the customer's specifications. However, production of prototypes and products for test are not considered as fully developed products. Seller will then consider the development task as fully completed and the product is passed to Seller's production. All following requests and requirements for the product, for whatever reason, will require a new development task by appointment. Products are developed according to the established specifications at the time of development and subsequently it is the customer's responsibility to ensure that it continues to meet customer's and any regulatory requirements after completion of development project. The customer appears legal as the product's manufacturer and Seller is not obliged to produce these products to anyone other than the customer, or a Buyer selected by the customer. The above also applies to products manufactured with the customer's logo or product name.

## §8. Warranty

At delivered products, the warranty period is 12 months due to defects in manufacturing and material. To enforce the warranty, it is a prerequisite that the product is installed and used in accordance with Seller's indicated specifications. The warranty does not cover defects caused by lack of maintenance or error of repairs that are not performed by the Seller. In Automatic, the following also apply. The warranty does not cover defects caused by overvoltage and transients as well as repeated short circuits and overloads. The warranty only covers the delivered products, there provides no compensation for consequential loss or consequential damages. The warranty period is valid from the date of invoice. Dismantling and remounting are not covered by the warranty. To the extent that the delivered products must be replaced or repaired, Buyer deliver carriage free to the Seller at the Seller's firm address. Replaced or repaired products are delivered carriage free to the Buyer.

## §9. Return

Products are returned only by prior agreement, and customer products and specially manufactured products cannot be returned. Returns must be undamaged and in unopened original packaging and returned at no cost for the Seller. Products returned later than 3 months from the date of invoice will not be credited. Upon return within 8 days from the date of delivery deducted 5 %, however at least DKK 100 / EU 13.33. Upon return within 3 months from the date of delivery deducted 20 %, however at least DKK 500 / EU 66.67. Upon return without return number and invoice number deducted 35 %, however at least DKK 750 / EU 100. Sterile items are not returned.

## §10. Lacks and defects

Upon receipt, the customer must immediately conduct a thorough inspection to ensure that the products are in accordance with the agreement, in both quantity and quality. In case that the customer does not immediately notify any detected flaws and deficiencies, which should have been identified by such a review, the customer's ability to make a claim will lapse. After 12 months from the time of delivery, the customer's other rights regarding lacks will lapse.

## §11. Complaints

In the case of hardware: Buyer shall upon delivery promptly inspect the Equipment and notify Seller in writing of any claims. The claim must be supported by documentation to the Seller. A failure to transmit in writing any complaints to Seller within thirty days after a defect was or should have been found shall be deemed a waiver of such claim. In case that the Buyer has complained about a lack, and it turns out that there is not a defect, which the Seller is liable for, the Seller is entitled to a compensation for the work and costs, which the complaint has incurred in accordance with the then-current hourly rates to the service provided.

## §12. Retention

Seller reserves the property right of delivered products until full payment for the entire delivery has taken place.

## §13. Product liability

Seller is only liable for personal injury or property damage if it can be documented that the damage was caused by defects or neglect by the Seller or other, who Seller is responsible for. To the extent that Seller may incur product liability towards third party, Buyer is obliged to indemnify Seller to the same extent as Seller's liability is limited under these Terms. Seller may also not be financially responsible for any indirect, or consequential loss or consequential damage caused by the products sold.

## §14. Exemption from liability (Force Majeure)

Seller cannot be held responsible for lack of or delay in performance of contracts, if it can be proved that this is due to force majeure, such as government intervention, intervention by public authorities, industrial action, fire import or export bans, currency restrictions, war, general shortage of materials, etc. Seller may also not be financially responsible for any indirect, or consequential loss, or consequential damage caused by the products or services sold. By a consequential damage means that a defect, lack, or delay causing damage to a product, the relation with a customer or otherwise caused an economic loss. In case that the Buyer wants the Seller to assume a defined financial responsibility in connection with a specific delivery, this must be agreed separately in writing.

## §15. Compatibility etc.

It is at the Buyer's risk that the services provided by the Seller are compatible with the Buyer's existing systems. Seller is not responsible for whether and how the delivered product works together with Buyer's other products. It is for the Buyer to obtain the specifications necessary for the Buyer's assessment of the other systems of the product.

## §16. Limitation of liability

To the extent that the Seller might be considered liable according to the above Terms of sales and delivery, the Buyer may not claim compensation higher than the equivalent of the purchase price of the purchase and with a limit of maximum DKK 10.000.000. (Ten million Danish kroner) Buyer

## §17. Applicable law and venue

The Terms are subject to Danish law. Any dispute between Buyer and Seller must be resolved by agreement. In case of continuing dispute, it must be settled by court of arbitration in Copenhagen, Denmark. The language of the arbitration shall be in English.

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