

Unless otherwise specified in these terms and conditions, NL 92 (NLM 94 or ORGALIME S92 respectively) shall apply.

Definitions: Seller: the company wishing to sell its products. Buyer: the natural person and legal entity who is responsible for and buys the Seller's products. Products: the products specified in the order confirmation or other document and, in which is apparent from the context, that units, parts, accessories, repairs or service are included.

**1. Prices**

All prices are exclusive of value-added tax (VAT) and any government tax and are issued subject to changes in public charges, and charges imposed on materials and wages. The Seller has the right to change prices and issue a supplementary invoice in the event the Buyer does not comply with the quantities and/or deadlines confirmed by the Seller or otherwise agreed between Buyer and Seller, including as a result of exchange-rate changes, rising prices for materials, price increases from external suppliers, changes to customs duties, changes to wages, government intervention or similar circumstances over which the Seller has only limited or no control.

**2. Delivery times**

The delivery time specified is subject to force majeure. Notifications by the Seller concerning delivery times/dates shall be considered expected delivery times/dates only. The Buyer may not claim compensation for costs/losses that are directly or indirectly due to delayed deliveries.

**3. Terms of delivery**

Delivery is ex works, Incoterms 2020, and delivery is deemed as having taken place once the product is reported ready for pick-up or transferred to a shipping agent, respectively. Dispatch is at the Buyer's risk. The Seller does not take out transport insurance, but endeavours to carefully package products at all times. For consignments less than EUR 100,00, a handling fee of EUR 34,00 will be charged. Unless otherwise agreed, special-order products are delivered on the following terms: Up to and including 100 units, +/- 5 units. From and including 101 units, +/-5%, however for goods sold by the metre (such as heating cables) +/-10%. For the dispatch of reels, in wooden boxes, on wooden pallets, and the like, the packaging will be credited provided that it is returned carriage paid and undamaged to the Seller.

**4. Payment and interest**

Unless otherwise agreed, payment is cash on delivery or thirty (30) days net. In the event of overdue payment, current interest of 1.5% will be charged per month or any part thereof, from the due date, but a minimum charge of EUR 6,50. The amount includes a reminder fee. The Buyer is not entitled to withhold payment due to any counterclaim that is not acknowledged by the Seller. At the discretion of the Seller, the Seller is entitled to refrain from delivering the products until the Buyer has met the Seller's claim for payment, such as payment in advance or payment of any outstanding amount to the Seller.

**5. Returning of goods**

Provided that the Buyer has obtained the Seller's consent, that the Buyer has advised the Seller of the invoice date and number and that the products are returned carriage paid in intact original packaging within one (1) month of delivery, the Seller agrees to credit the Buyer for the return of said products at the risk and expense of the Buyer with the invoiced value of the product, and the Seller is entitled to deduct a return charge of 15% of the invoiced value, but a minimum of EUR 34,00. A return number will be issued by our sales office. Other products - e.g. products manufactured to the Buyer's specifications, products which deviate from our standard types or special-order products purchased by the Seller - cannot be credited.

**6. Complaints**

Complaints concerning deficiencies or other visible faults and shortcomings shall be sent to the Seller in writing within eight (8) days of receiving the consignment; otherwise the Buyer is precluded from claiming this type of complaint. In order for a complaint to be claimed, the product concerned shall be returned to us. The reason for the complaint, as well as the installation/commissioning date shall be clearly specified on the complaint form, which is to be attached to each product that is the subject of the complaint, in the event that different faults are cited for a return. Furthermore, identification of the product shall be included in the complaint report.

**6a. Remedying faults and deficiencies**

Products that within twelve (12) months from the delivery date may turn out to be encumbered with faults or deficiencies attributable to the Seller and which the Buyer should not have ascertained upon delivery and which immediately after being discovered and before the expiry of the specified deadline are sent at the Buyer's expense and risk to our address will be compensated in such a way that the Seller has the option of repairing or replacing the submitted product or refunding the price of the product. If the Seller assesses that the product cannot be submitted, the product will be repaired on site pursuant to an agreement between the Seller and Buyer. If the Seller's examinations reveal that the product is not defective, the Seller is entitled to return the product to the Buyer at the Buyer's expense and risk, and the Seller may demand payment for time spent and materials used to carry out the examinations.

**6b. Construction**

The Seller is exclusively experienced in the manufacture of its own products and not necessarily in their use. For this reason, the Buyer assumes full responsibility for the suitability of the products for the Buyer's intended use. Thus, the Buyer is responsible for trying out the Seller's product before installing it in the construction in which the Seller's product shall be integrated. Furthermore, the Buyer is responsible for trying out the finished construction after the installation of the Seller's product before resale.

**6c. Responsibility for installation and use**

The Seller's liability is restricted solely to the product delivered by the Seller (cf. 6b). Damage caused by overheating or corrosion is not covered by the Seller's liability. The Seller cannot assume liability for use that is in contravention of current electrical regulations or the Seller's instructions for installation or use nor for applications that are not in conformity with generally sound technical principles.

**6d. Service beyond the scope of our responsibility**

If the Seller provides service during the period of warranty, and the Seller's examinations show that the product is not encumbered with faults or deficiencies for which the Seller is responsible, the Seller reserves the right to charge the Buyer in the alternative for the charges relating to this service. Products that are not covered by the warranty (cf. item 6a) will be repaired at current prices.

**7. Product liability**

The Seller's liability is limited, as specified in NLM 94, Section 36 of NL 92, which is worded as follows: The Seller can only be held liable for personal injury if it can be proven that the injury is due to error or neglect committed by the Seller or by others for whom the Seller is responsible. The Seller is not responsible for damage to real property or movables which occurs while the equipment is in the Buyer's possession. Nor is the Seller responsible for damage to products manufactured by the Buyer or to products in which these are incorporated. The Seller is not responsible for operating loss, lost earnings nor other indirect loss. To the extent the Seller is ordered to assume product liability vis-à-vis a third party, the Buyer is under an obligation to indemnify the Seller to the same extent to which the Seller's liability is limited pursuant to the preceding three paragraphs. These limitations to the Seller's liability do not apply if the Seller commits gross negligence. If a third party files a claim against either party concerning product liability pursuant to this item, said party shall notify the other party of this without delay. The Seller and Buyer are under a mutual obligation to submit to legal action before a court of law or arbitration which processes compensation claims filed against either one of them on the basis of damage that is alleged to have been caused by the equipment. The limitations to the Seller's liability do not apply to the extent that this is at variance with mandatory product liability legislation. ORGALIME S92 applies to supplies outside the Nordic Region.

**8. Limitations of liability**

The Seller is not responsible vis-à-vis the Buyer for any of the following types of loss or damage that may arise from or relate to an agreement that is governed by these terms and conditions of sale and delivery: 1) any and all loss resulting from the lost production, profit, turnover, goodwill or expected savings; or 2) any and all loss or destruction of data; or 3) any and all consequential or indirect loss. The Seller's responsibility for loss or damage that might arise from or relate to an agreement governed by these terms and conditions of sale and delivery shall be limited to the total amount which the Seller has invoiced to the Buyer for the agreement in question.

**9. Product specifications**

Notwithstanding product specifications in quotations, brochures, drawings and similar, the Seller reserves the right to make technical modifications within the agreed quality norms.

**10. Title**

The Seller retains title to its presentation of ideas, drawings, descriptions, models, samples and similar and these may be recalled on demand from the Seller. The Buyer may not in any way whatsoever use or disclose the Seller's presentation of ideas, drawings, descriptions, models, samples or similar to a third party without the written permission of the Seller.

**11. Force majeure**

The Seller is entitled to cancel orders or postpone agreed delivery of products and is otherwise free from responsibility for any and all lacking, deficient or delayed delivery that is due wholly or partly to circumstances that are beyond the reasonable control of the Seller, such as insurrection, unrest, war, terrorism, fire, strike, industrial conflict, the rationing of oil and petrol, border closures, illness, epidemics, natural disasters, pollution disasters, prohibitions arising from or pursuant to legislation, as well as any other administrative decision or order, transport irregularities, scarcity of goods or a lack of or shortage in deliveries from suppliers, accidents in the production process or during testing. All of the Buyer's remedies are suspended or cease in such instances. The Buyer may not claim compensation in damages, nor claim any damages for that matter, from the Seller in the event of cancellation or postponed implementation.

**12. Applicable law and venue**

Any and all disputes between the Seller and Buyer are to be settled pursuant to Danish law and shall be brought before the Court of Kolding in the first instance. If so preferred by the Seller, a case may instead be assigned to the Western High Court of Denmark or the Copenhagen Maritime and Commercial High Court.

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