

TERMS AND CONDITIONS

1. Scope of Application

These General Terms and Conditions of Sale ("GTCS") apply to all sales of goods by us. Deviating or supplementary terms shall only be valid if explicitly accepted by us in writing. We reserve the right to modify these GTCS at any time. Notice of changes will be provided 30 calendar days in advance by posting on our website.

2. Offers, Purchase Orders and Order Confirmations

All offers from us are open for acceptance for 30 (thirty) calendar days from the date of issuance unless otherwise specified and are subject to availability. Your purchase orders must, at a minimum, specify the type and quantity of the goods requested, applicable unit prices, delivery location and requested delivery dates. No purchase order shall be binding unless confirmed in writing by us. We reserve the right to change price lists and catalog materials without notice. Technical specifications and dimensions in our catalogues are non-binding and for guidance only. We assume no liability for errors in such material.

3. Prices and Payment Terms

Prices are as stated in our order confirmation and exclude taxes, duties and other levies including, but not limited to, VAT, excise, and similar charges imposed by public authorities. Unless otherwise agreed in writing, payment terms are 30% upon order and 70% within 14 (fourteen) days from order/shipment. You must provide financial information upon our reasonable request for credit assessment. We may, at our sole discretion and without notice, modify payment terms at any time to require prepayment, bank guarantees, letters of credit, or other security.

If payment is not made within seven calendar days of the due date, we may suspend or terminate delivery of current or future orders by written notice. Interest may be charged at 1.5% per month on overdue amounts.

Title to the goods remains with us until full payment has been received, in accordance with applicable law. You must ensure all goods at full replacement value until the title is transferred.

4. Delivery Terms and Delays

Unless otherwise stated in the order confirmation, delivery shall be Ex Works (Incoterms 2020) our address in Ringkøbing, Denmark. The risk of loss passes to you according to the agreed delivery term.

If we fail to deliver more than seven calendar days after the agreed date, you may cancel the affected order in whole or in part by giving us written notice within seven calendar days. Compensation for delays is limited in accordance with Section 8. We reserve the right to make partial deliveries.

5. Acceptance of Goods

You must inspect goods upon receipt. Unless we receive a written notice of rejection with specified reasons within five calendar days, the goods shall be deemed accepted. This does not exclude later notice of hidden defects.

6. Warranty

We warrant that upon delivery and for a period of 12 (twelve) months thereafter, the goods will materially conform to manufacturer specifications and be free from material defects in workmanship, material, and design under normal use. The warranty does not cover misuse, improper handling, lack of maintenance, accidents, installation by third parties, or wear parts.

For goods not conforming to the warranty, we may, at our discretion: (i) refund the purchase price less reasonable usage, (ii) repair, or (iii) replace the goods. Return must be made with proof of purchase within 14 days of discovery.

No other warranties are expressed or implied, including merchantability or fitness for a particular purpose.

7. Infringement of Intellectual Property Rights

If any goods infringe a third party's rights and you are prohibited from using them, we will, at our discretion and expense, (a) secure continued usage rights, (b) provide non-infringing substitutes, (c) modify the goods to become non-infringing, or (d) refund the purchase price less usage.

This only applies if the infringement is not caused by your specifications. This is our sole liability for intellectual property infringement.

8. **Limitation of Liability**

To the extent permitted by mandatory Danish law, neither party shall be liable for indirect, special, incidental, consequential or punitive damages, including but not limited to loss of profit, business interruption, reinstallation costs, data loss, or reputational damage.

Our total liability shall not exceed the purchase price of the goods giving rise to the claim, regardless of the legal basis. We are not liable for claims based on your specifications, modifications by others, or use in combination with other goods.

We accept no liability for damage or loss resulting from resale, modification, installation, or use in combination with equipment not supplied or approved by us.

9. **Force Majeure**

Each party is excused from delays or failure to perform due to causes beyond their reasonable control, including but not limited to natural disasters, war, strikes, fire, civil unrest, floods or explosions. Obligations are extended by the duration of the event. If such an event continues for more than 30 days, either party may terminate the affected contract(s) with 30 days' written notice.

Force Majeure must be notified in writing without undue delay.

10. **Export and Sanctions**

The customer represents that the goods will not be exported to any country, person, or entity subject to international sanctions, including EU and UN lists. We disclaim all liability in such cases.

11. **Miscellaneous**

The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply. No waiver of a term shall constitute a waiver of any other term. Invalid provisions shall be replaced or interpreted to reflect the parties' intent.

These GTCS and all contracts are governed by Danish law without regard to conflict of law principles. Legal proceedings shall be brought before competent courts in Denmark, without prejudice to our right to pursue claims elsewhere.

We maintain product liability insurance in accordance with Danish law. Our total liability remains limited as stated in Section 8.