



# GENERAL TERMS OF SALE AND DELIVERY

## Dansk Ventil Center A/S, Version 4

### **1. Validity**

1.1 These general terms of sale and delivery applies to all offers, sales and deliveries from Dansk Ventil Center A/S (hereinafter referred to as "DVC") unless otherwise agreed in writing.

### **2. Offer**

2.1 If DVC submits an offer, which does not stipulate a certain time for acceptance, the offer shall lapse, in case acceptance has not been received by DVC within 15 days from the date of the offer.

### **3. Price**

3.1 All prices shall be quoted in DKK or in EUR and shall be exclusive of VAT. Until delivery, the buyer shall be obliged to accept any change to the price resulting from documented increased costs caused by changes in exchange rates, customs, taxes, duties etc. regarding the agreed delivery.

3.2 If the goods sold are covered by a price list employed by DVC, the price setting shall take place in accordance with the applicable price list at the time of the conclusion of the agreement, cf. clause 2.1.

3.3 DVC charges order fee of EURO 60,00 for orders less than EURO 100,00.

### **4. Payment**

4.2 Terms of payment shall be net 8 days.

4.3 If delivery is postponed due to circumstances on the side of the buyer (creditor's delay), the buyer shall still be obliged to pay the purchase price as if delivery was made at the agreed time, unless otherwise stated in writing by DVC.

4.4 If payment takes place after the due date, the buyer shall be obliged to pay a penalty fee, as well as interest for late payment at an interest rate of 2% per calendar month initiated.

The buyer shall not be entitled to set off a potential counterclaim against DVC, which has not been accepted in writing by DVC, and the buyer shall not be entitled to withhold any part of the purchase price due to counterclaims of any kind.

### **5. Retention of title**

5.1 DVC reserves its right of ownership to the sold goods until the total purchase price with addition of interest accrued has been paid to DVC.

5.2 If the sold goods are reshaped or processed, the retention of title shall be maintained so as to include the reshaped or processed article to an extent equivalent to the value, represented by the sold item at the time of sale.

### **6. Delivery**

6.1 Unless otherwise agreed in writing between the parties, terms of delivery takes place from DVC's address (Ex Works).



## **7. Product information and alterations.**

- 7.1 Drawings, specifications and the like, which are handed out to the buyer before or after the conclusion of the agreement, remain the property of DVC and may not be passed on without written consent or in any other way be used without DVC's prior consent, for other purposes than those of the handing out.
- 7.2 DVC reserves its right to make alterations to the agreed specifications without notice, provided that this can be made without inconvenience to the buyer.

## **8. Packaging**

- 8.1 Packaging shall be made at the buyer's expense, unless it expressly appears that this is included in the purchase price.
- 8.2 Containers, grid boxes, cassettes and pallets shall be invoiced to the buyer, unless otherwise agreed in writing.

## **9. Delay**

- 9.1 If DVC finds that timely delivery cannot take place or if delay on the part of DVC is deemed likely, DVC shall provide the buyer with a written notice without undue delay and at the same time state the cause of the delay as well as the expected time of delivery. Hereafter, the buyer shall not be entitled to claim any remedies for breach against DVC due to the delay.
- 9.2 If DVC then finds that delivery cannot take place within the new time of delivery announced by DVC, either, DVC shall provide the buyer with a new written notice hereon without undue delay and at the same time state the cause of the delay as well as the expected new time of delivery. The buyer shall still not be entitled to claim any remedies for breach against DVC due to the delay.
- 9.3 If, hereafter, delivery has not taken place within the new time of delivery announced by DVC, the buyer shall be entitled only to demand delivery by way of a written notice and to appoint a reasonable final delivery date and thereby indicate that the buyer intends to cancel the agreement if delivery has not taken place within such new delivery date.
- 9.4 If delivery has not taken place within such new delivery date announced by the buyer, and provided that this is not due to circumstances for which the buyer is responsible, the buyer shall hereafter be entitled to cancel the agreement by way of a written notice to DVC, concerning the part of the agreement, which is affected by the delay.
- 9.5 If the buyer terminates the agreement in accordance with clause 9.4, the buyer shall be entitled to claim damages. However, the buyer's claim for damages cannot exceed the purchase price of the goods sold, cf. clause 13.1, and shall not include indirect loss, cf. clause 13.2. Apart from this, the buyer is not entitled to any other damages in connection with the delay.
- 9.6 If a delay has been caused due to DVC being prevented from fulfilling the agreement, or if fulfilment of the agreement is deemed to be unreasonably onerous due to a situation as set forth in clause 10.1, the time of delivery shall be postponed until the hindrance lasts. However, each of the parties shall be entitled to cancel the agreement without any of the parties being entitled to raise claims against the other party in that connection when the obstacle has lasted more than 3 months,

## **10. Force Majeure**

10.1 DVC shall be entitled to interrupt the fulfilment of DVC's obligations in accordance with the agreement without incurring liability towards the other party, to the extent that the fulfilment is prevented or made unreasonably onerous due to any of the following circumstances.: Industrial disputes and any other circumstances beyond the reasonable control of DVC, such as fire, war, mobilization, requisitioning order, seizure, exchange restrictions, breakdown of IT systems, embargo, riot and unrest, lack of means of transportation, general shortage of goods, restrictions on motive power or electricity as well as defective or delayed deliveries from sub-suppliers and suppliers, which are caused by any of the circumstances listed in this clause.

## **11. Defects and complaints**

- 11.1 On delivery, the buyer shall immediately make such an examination of the goods sold as proper business conduct requires.
- 11.2 If the buyer wishes to claim a defect, the buyer shall give DVC a written notice heron, as soon as such defect is or should have been discovered, as well as state the nature of the defect. If the buyer has discovered or should have discovered a defect and has not complained as indicated above, the buyer shall not be entitled to claim the defect at a later point of time. If there is no defect, for which DVC carries the responsibility, DVC shall be entitled to compensation for the work and the costs, which the complaint has unduly inflicted on DVC.
- 11.3 At the choice of DVC, defects in the sold goods shall be remedied or the goods sold shall be replaced. If the defect is hereby remedied, the buyer shall not be entitled to further remedies for breach.
- 11.4 If remedial action or replacement delivery in accordance with clause 11.3 does not take place within reasonable time, the buyer shall be entitled to terminate the agreement, demand a reduction of the purchase price or claim damages, in compliance with the general rules of Danish law as well as these general terms of sale and delivery. However, the buyer's claim for damages shall not exceed the purchase price of the goods sold; cf. clause 13.1, and shall not include indirect loss, cf. clause 13.2.
- 11.5 If the buyer has not claimed the defect towards DVC within 6 months of the date of delivery, the buyer cannot claim the defect later. If the sold goods are utilized more intensively than agreed or deemed presupposed when the agreement was made, the 6 months' period shall be reduced proportionately. For parts, which are replaced or repaired, cf. clause 11.3, DVC shall undertake the same obligations that applied for the originally sold item for a period of 6 months. However, DVC's liability for defects cannot be extended to more than 12 months from the original date of delivery for any part of the sold goods.
- 11.6 Alterations to or interference with the goods sold without DVC's written consent relieves DVC of any obligation.

## **12. Product liability**

12.1 DVC shall be liable only for personal injury or damage to property if in case of gross negligence or intent on the part of DVC. DVC shall in no event be liable for operating loss, loss of profits or other indirect loss suffered by the buyer or a third party.



- 12.2 To the extent that DVC incurs product liability towards a third party, the buyer shall be obliged to indemnify DVC to the same extent as DVC's liability is limited in accordance with the above rules. The same shall apply to the extent that the buyer or the buyer's staff, through error or negligence, has contributed to the damage or increased its impact.
- 12.3 If a third party presents the buyer with a claim for damages due to product damage, DVC shall immediately receive notice from the buyer thereon.

### **13. Limitation of liability**

- 13.1 A claim for damages or a claim for proportionate reduction against DVC cannot exceed the purchase price of the goods sold.
- 13.2 DVC shall not be liable for operating loss, loss of profits or other indirect loss in connection with the agreement, including indirect loss as a consequence of delay or defects in the goods sold.

### **14. Disputes and applicable law**

- 14.1 Any dispute arising in connection with the agreement shall be settled under Danish law.
- 14.2 All disputes, disagreements and claims, which directly or indirectly may emanate from the agreement or its interpretations, shall, at the choice of DVC, be brought before the Court in Kolding (Retten i Kolding) as the court of first instance or for final settlement with the Danish Institute of Arbitration (Det Danske Voldgiftsinstitut) in Copenhagen in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time of the commencement of the arbitration proceedings. The proceedings shall be conducted in English.

### **15. Returning of products**

- 15.1 Unused stock items can be returned for a fee of 20%.
- 15.2 Unused not stock items can only be returned after agreement with DVC. It is under the condition, that DVC can return the items to our supplier, and fee will be added based on the condition for that.