

# GENERAL SALES & DELIVERY CONDITIONS Ver. 2022-09-16

## 1. General

**1.1.** ITS Teknik is hereinafter referred to as the Seller. The Buyer is the recipient of a supply of a product or service (hereinafter referred to as a “delivery” or “service”, respectively) from ITS Teknik, including any deliveries from subcontractors for ITS Teknik .

**1.2.** These general sales and delivery conditions apply for all the deliveries carried out to the buyer, unless otherwise agreed in writing [e.g. AB18, materials supply electricity, etc.].

## 2. Delivery

**2.1.** Delivery is ex-works (EXW) from the Seller's address in accordance with the applicable Incoterms. The delivery is to be left at the Buyer's own risk and expense from the moment the Seller puts it at the buyer's disposal.

**2.2.** If the buyer is not willing to accept delivery at the agreed time, the Seller will provide for the storage of goods at the Buyer's risk and expense.

## 3. Delay

**3.1.** If a delay in delivery is due to force majeure or the Buyer's action or inaction, the delivery time will be prolonged to the extent that is considered reasonable. Delivery times may be extended, although the cause of the delay must occur after the original delivery time has expired.

## 4. Customer specific materials

**4.1.** In case of purchase agreements that require customer specific materials, which cannot be used for other production, the Buyer is obliged to purchase the stock of items as well as surplus stock of materials within the agreed dates or in case of the discontinuation of the item.

## 5. Price and payment

**5.1.** All prices are in Danish kroner (DKK) or euro (€), exclusive VAT, customs and other government charges, unless otherwise specified.

**5.2.** Offers are valid 14 days from the date of dispatch, and the prices are subject to price changes from the suppliers, price changes in materials as well as changes in exchange rates.

**5.3.** For purchases exceeding DKK 50,000.00, one-third should be paid upon ordering, and two-thirds upon

delivery. The payment terms are 21 days unless agreed otherwise, and any credit is subject to the Seller's approval. In case of late payments, we may claim an interest of 1.25% per month for the outstanding debt from the due date. A fee of DKK 100 excl. VAT may be charged for sending a payment reminder.

**5.4.** Unless agreed upon otherwise, the unit price is to be agreed and based upon a supply of up to 10% more or less than the agreed number, and an invoice in accordance with this may be issued.

**5.5.** In case of a change to the items related to the current production as well as the ongoing production/procurement of tools, the Seller is entitled to charge for the additional consumption of materials and time at the going rate.

## 6. Property

**6.1.** Deliveries shall remain the Seller's property until full payment has been received by the Buyer.

## 7. Liability for defects

**7.1.** The Seller is entitled and obligated to correct any deficiencies arising from defects in the material or manufacturing, by their own choice, by repair or replacement. Missing parts or otherwise incomplete goods do not justify the Buyer's obtaining a price reduction or contract termination.

**7.2.** The Seller's liability only covers those defects found within one year from the date that the item was put at the Buyer's disposal. If the item is used more intensively than agreed upon with the signing of the agreement, the liability period is shortened proportionally.

**7.3.** The Seller's liability does not cover any defects that are caused by the material that is provided by the Buyer, nor the constructions that are authorized specified by the Buyer.

**7.4.** The Seller's liability only covers those defects arising from the intended use according to the agreement, and does not cover the defects that are due to causes arising after the risk has passed to the Buyer.

**7.5.** The Buyer is obliged to examine the goods as soon as possible and no later than 8 days from delivery.

**7.6.** The Buyer must supply written notice to the Seller, of a defect found, without undue delay after the defect was discovered or should have been discovered, and in

no case later than 2 weeks after the specified period in section 7.2. has expired.

**7.7.** If the buyer does not inform the Seller in writing about a defect within the allowed time, the Buyer loses any right to submit claims in respect of the defect.

**7.8.** Regarding product sales or spare parts: If the Seller acknowledges an obligation to repair, the Buyer must return the defective item to the Seller at the Buyer's expense and risk. After repair, the Seller sends the item to the Buyer at the Seller's risk and expense.

**7.9.** Defective parts that are replaced are to be put at the Seller's disposal and will be the Seller's property.

**7.10.** The Seller has no liability for the defects besides for the items mentioned in 7.1.–7.9. This applies to any loss that the defect may cause, including operating loss, loss of earnings or other indirect losses and costs.

**7.11.** There is a 1-year warranty from the original invoice date. Replacement or repair does not entail a new 1-year warranty period.

## **8. Property damage caused by the goods (product liability)**

**8.1.** The present rules of Danish law apply to product liability. The Seller, however, is never responsible for operating loss, loss of earnings, consequential or other indirect losses or costs.

**8.2.** The Buyer shall indemnify the Seller to the extent that the Seller is charged with liability towards any third party for such damage or loss for which the Seller according to 8.3, 8.4 and 9.1-9.3 cannot be held responsible towards the Buyer.

**8.3.** The Seller is not liable for damage that is caused by the subject:

- on third parties, movable or immovable property, which occur while the subject is in possession of the Buyer or resold to third parties.
- on products that are manufactured by the buyer, or to products incorporating such products, or for damage to third parties, movable or immovable property, which these products in turn cause in consequence of the subject.

**8.4.** The mentioned limitations will not apply if the Seller is proven guilty of gross negligence.

**8.5.** If a third party claims against a party for product liability, this party shall immediately notify the other party in writing.

**8.6.** The parties are mutually obliged to let themselves be summoned by the court or arbitral tribunal, which examines claims made against one of them, based on an injury or damage, which is allegedly caused by the subject. The interrelationship between the parties to this agreement must always be determined under section 10 hereunder.

## **9. Limitation of liability**

**9.1.** Any claims against the Seller may not exceed the invoiced amount for the sold item.

**9.2.** The Seller is not liable for operating loss, commodity loss, lost earnings, margin loss, consequential damage or other indirect losses and costs on account of a delay or shortcomings.

**9.3.** The following circumstances entail freedom from responsibility if they obstruct the agreement compliance or make compliance burdensome: industrial disputes and any other circumstance over which the parties have no control, such as fire, war, mobilisation or military call of comparable scope, requisition, confiscation, currency restrictions, insurrection and unrest, lack of transport, general scarcity, restrictions of power and defects or delays in deliveries by subcontractors due to any of the points mentioned in this section. Circumstances, as above-mentioned, only entail freedom from responsibility if their influence on agreement compliance could not be foreseen at the time the agreement was entered.

**9.4.** It falls on the party who seeks to plead freedom from responsibility to notify the other part in writing instantaneously as to its origin and termination.

**9.5.** In case of force majeure at the Buyer, the latter shall cover the costs that the Seller incurs in order to secure and protect the delivery.

**9.6.** Whatever the other provisions of these general conditions, either party may terminate the agreement by written notice to the other party, if agreement compliance is prevented for more than 6 months of an event that is listed in this section.

## **10. Disputes**

**10.1.** Any dispute arising out of the agreement between the parties shall be governed by Danish law and by the Danish court.

These sales and delivery conditions may change without previous notice.