

General terms and conditions of sale and delivery – Awilco ApS

1. General

- 1.1. The general terms and conditions of sale and delivery ("the Conditions") apply to all quotations submitted and orders received by – as well as all agreements concluded with – Awilco ApS, central bus. reg. (CVR) no. DK 11 80 52 99, ("the Company") Yderholmvej 64, Jersie, DK-4623 Lille Skensved, Denmark, concerning the sale and delivery of products, spare parts and related services to business customers, including also purchases via the Company's website, www.awilco.dk. In the Conditions certain clauses have a section marked "Special provisions concerning e-commerce". These sections are to be interpreted as supplementary and detailed regulations additional to the other conditions mentioned.
- 1.2. The Conditions are valid from April 1st. 2020. The Conditions are subject to amendment from time to time with a notice of 30 days, by publication of information to this effect on the Company's website.
- 1.3. Together with the Company's quotation and order confirmation, the Conditions make up the contractual basis for the Company's sale and delivery of products, spare parts and related services to the Customer ("the Contractual Basis"). The Customer's terms and conditions of purchase printed on orders or otherwise notified to the Company do not form part of the Contractual Basis.
- 1.4. Amendments of and additions to the Contractual Basis only apply if agreed in writing by the parties.

2. Quotations, orders and order confirmations

General

- 2.1. Unless otherwise stated, all quotations submitted by the Company are valid for fourteen (14) days from the date stated in the quotation. Quotations are submitted subject to availability.
- 2.2. Acceptance of a quotation received by the Company after the expiry of the deadline for acceptance is not binding on the Company, unless the Company notifies the Customer otherwise.
- 2.3. Purchase orders submitted to the Company are only binding if the Company has accepted such order in writing.
- 2.4. The Company endeavours to submit a written confirmation or rejection of an order to the Customer as soon as possible after receipt of the order. Confirmations and rejections of orders must be in writing in order to bind the Company.
- 2.5. Changes in quotations submitted/agreements concluded require the Company's written consent in each individual case.
- 2.6. If the Company's confirmation of an order is not consistent with the Customer's order or the Contractual Basis, and the Customer does not wish to accept the conflicting terms, the Customer must notify the Company in writing within five (5) weekdays after receipt of the order confirmation. If the Customer fails to do so, the Customer will be bound by the order confirmation.

Special provisions concerning e-commerce

- 2.7. A binding and final purchase agreement exists when the Company has confirmed the Customer's order by email. The autogenerated order confirmation is only a copy of the basket and does not represent the Company's acceptance of a final and binding purchase agreement.
- 2.2. The Customer is responsible for carefully checking the Company's confirmation of purchases, which is sent to the Customer by email, and immediately notify the Company in case of any errors, omissions and disagreement.
- 2.3. The Conditions are available at the Company's website, www.awilco.dk. When submitting a purchase order, the Customer declares that he has read and understood the Conditions.

3. Prices/terms of payment

General

- 3.1. The price of the delivery is as stated in the order confirmation. All prices are stated exclusive of VAT, carriage costs and any direct and indirect taxes. The Company may increase prices until delivery has taken place when such increases are the result of changes in exchange rates, purchase prices, customs duties, direct and indirect taxes, carriage, insurance etc. beyond the Company's control.
- 3.2. Unless otherwise stated in the order confirmation, the purchase price is payable in cash upon delivery.
- 3.3. In case of late payment, default interest is payable at a rate of two percent (2%) per month or fraction of a month.
- 3.4. Ownership of the delivery does not pass to the Customer until payment has been made in full.
- 3.5. If the Customer fails to pay an invoice that is due for payment for fourteen (14) days after having received a written demand for payment from the Company, the Company is, in addition to interest according to Clause 3.3 above, entitled to: (i) cancel the sale of the products, spare parts and/or related services which the delay concerns, (ii) cancel the sale of products, spare parts and/or related services not yet delivered to the Customer or demand prepayment and/or (iii) claim other remedies for breach.

Special provisions concerning e-commerce

- 3.6. Payment is only possible with the payment cards listed on the Company's website from time to time.
- 3.7. The Customer pays any fees in this regard in accordance with the card company's rules.
- 3.8. The payment is not withdrawn from the Customer's account until the delivery has been dispatched from the Company, after which the amount will be debited from the Customer's account.
- 3.9. The Company is not responsible for printing errors. All products are subject to availability.

4. Delivery terms

General

- 4.1. The Conditions must be interpreted in compliance with Incoterms 2010.
- 4.2. Unless otherwise expressly appears from the order confirmation, delivery is Ex Works, Yderholmvej 64, Jersie, DK-4623 Ll. Skensved, Denmark.
- 4.3. The Company reserves the right to deliver in instalments, unless otherwise agreed.

Special provisions concerning e-commerce

- 4.4. The Company will dispatch deliveries to the address stated by the Customer using an independent carrier. The Customer pays the carriage costs.

5. Delivery/delay

- 5.1. The delivery time appears from the order confirmation.
- 5.2. Delivery is, however, deemed to be on time when delivery is made within fourteen (14) weekdays after the time mentioned in Clause 5.1 above, provided that the Company has given the Customer prior notice thereof.
- 5.3. If the delay is due to force majeure, see Clause 11 below, or to failure of due performance by the Customer, the delivery time will be postponed by a corresponding number of days, irrespective of whether the situation in question has occurred before or after the delivery time originally agreed. If the delay is due to failure of due performance by the Customer, the Company is entitled to charge up to five percent (5%) of the agreed purchase price for the delayed delivery as payment for storage of the delayed delivery. The Company may demand that the Customer pay storage expenses in excess of five percent (5%) of the agreed purchase price of the delayed delivery, if the Company can duly document the storage expenses paid.
- 5.4. The Company is not liable for operating losses, loss of profit, penalties or other indirect losses as a consequence of late delivery or non-delivery.
- 5.5. Any liability in damages on the part of the Company is limited to one-third (1/3) of the agreed purchase price for the delayed delivery.

6. The Customer's duty of inspection

- 6.1. The Customer must immediately upon delivery carefully inspect the delivery for any faults or defects and immediately, and no later than five (5) weekdays after the delivery time, notify the Company about any defects. The Customer cannot make any claims on account of faults or defects if the above complaints procedure is not followed.

7. Liability for defects

- 7.1. The Company's liability only covers defects that become apparent within one (1) year counted from the delivery time and with the limitations specified in the Contractual Basis. In case a delivery is

defective, the Company will make a replacement delivery or remedy the defect within reasonable time, at its own discretion. Any remedial action will be taken at the Company's address, and any carriage costs in this regard are payable by the Customer.

- 7.2. If the delivery has been used more intensively or roughly than could reasonably be anticipated by the Company when the agreement was concluded, the duration of the Company's liability for defects will be reduced proportionately. If the delivery is used for another purpose than could reasonably be anticipated by the Company when the agreement was concluded, the liability for defects lapses. The Company is not liable for defects that are caused by wrong use, wrong installation, structural changes or repairs of the delivery carried out wrongly. Nor is the Company liable for defects due to wear and tear.
- 7.3. If, despite having received a request to that effect, the Company fails to meet the obligations stipulated herein, the Customer is entitled to damages, but not more than one-third (1/3) of the purchase price stated for the delivery. The Customer is not entitled to make any further claims against the Company, such as claims for cancellation etc.
- 7.4 The Company is not in any case liable for operating losses, loss of profit, penalties or other indirect losses.

8. Intellectual property rights

- 8.1. The Company has full ownership of all intellectual property rights, including patents, designs, trademarks and copyrights.
- 8.2 In case a delivery infringes third-party intellectual property rights, including patent, design, trademark or other intellectual property rights, and the Customer is consequently not entitled to use the delivery, the Company will, at its discretion, procure that such use can take place lawfully either by replacing or altering the delivery in whole or in part or by repaying the purchase price less a reasonable fee for use thereof in the intervening period. The Customer cannot bring additional claims against the Company on account of an infringement of third-party intellectual property rights.

9. Consulting

- 9.1. The Company is not liable for losses due to poor advice and the like, unless the Company has accepted consulting jobs and consultants' liability under a separate agreement with the Customer in connection with a delivery.

10. Product liability

- 10.1. The Company is liable in damages in accordance with the Danish Product Liability Act. In addition, the Company only has product liability if it is proven that the product is defective and that such defect is due to errors or omissions on the Company's part.
- 10.2. The Company is not liable for damage caused by the equipment:
 - a) to real property or chattels personal occurring while the equipment is in the Customer's possession;

- b) to products produced by the Customer or to products in which such are included, or for damage to real property or chattels personal caused by such products as a consequence of the equipment.
- 10.3. In case of damage to property, the Company's liability in damages in case of product liability is limited to DKK 10 million or five percent (5%) of the purchase price for the delivery that caused the damage, whichever is the lower.
- 10.4. The Company is not liable for operating losses, loss of profit, penalties or other indirect losses.
- 10.5. To the extent a third party claims product liability against the Company, the Customer is under an obligation to indemnify the Company to the same extent as that to which the Company's liability is limited under the provisions of Clauses 10.1-10.4 above.
- 10.6. In addition, the Customer is under an obligation to accept to be sued at the same court of justice as that before which a case against the Company has been brought.

11. Force majeure

- 11.1. The Company is not liable in case of the following circumstances, if they prevent performance of the agreement or make the performance of the agreement particularly onerous for the Company: war, fire, strike, riot and civil disorder, natural disasters, epidemics as well as defects in products delivered by or late delivery from the Company's sub-suppliers.

12. Additional liability

- 12.1. The Company does not assume any other liability, including liability to the Customer unless explicitly appearing from the Conditions and/or mandatory legislation.

13. Confidentiality

- 13.1. The Customer may not disclose or use or enable others to use the Company's trade secrets or other information, regardless of its nature, that is not in the public domain.
- 13.2. The Customer may not fraudulently obtain or attempt to obtain knowledge about or disposal of the Company's confidential information as described in Clause 12.1 above. The Customer must keep the information safe to avoid that other people obtain knowledge thereof by accident.
- 13.3. The Customer's obligations under Clauses 13.1-13.2 above apply during the parties' cooperation as well as indefinitely after termination of the cooperation, irrespective of the cause of such termination.

14. Choice of law and venue

- 14.1. The Conditions are governed by Danish law, except for Part II on formation of the contract of the International Sale of Goods Act.
- 14.2. Any dispute arising out of or in connection with the parties' cooperation must be settled by a Danish court of justice with the Court in Roskilde as the court of first instance.