

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

### 1. Scope of the agreement

The sales and delivery terms combined with the order confirmation form the extent and content of the parties' agreement, unless otherwise explicitly agreed.

### 2. Conclusion of the agreement

Offers made by MODUM ApS are unless otherwise stated, binding for 30 days from the date of the offer. There has only been a binding agreement between the parties once the customer has received the order confirmation from MODUM ApS.

### 3. Drawings and descriptions

All information about dimensions, technical specifications and other information stated in brochures and product sheets is approximate and without regard to MODUM ApS.

Any samples are to be considered as type tests. Thus, the customer cannot raise objections if the delivered item is not identical to the sample.

### 4. Prices, etc.

All prices, including price lists prepared by MODUM ApS, are daily prices excl. packaging, customs and other taxes, environmental- and energy surcharge. MODUM ApS reserves the right, at any time, to change price lists and other printed materials. The customer is charged EUR 24,00 in environmental surcharge and EUR 5,00 in administration fee per invoice. Payment in other currency than DKK will be charged the equivalent to EUR 3,00 in exchange fee.

### 5. Packaging

Unless otherwise expressly agreed, MODUM ApS is entitled to invoice packaging costs to the customer. The charge for packaging is EUR 1,25 per running meter.

### 6. Delivery and transport insurance

Delivery is ex-works unless expressly agreed otherwise. The cost of shipment is carried by the customer, and the risk of the goods thus passes to the customer when the goods are made available to the customer at the warehouse of MODUM ApS. Transport insurance is underwritten at the customer's expense by MODUM ApS.

### 7. Payment

Payment terms are printed on the invoice. In case of payment after maturity, default interest is calculated according to the interest rate stated in the invoice, as MODUM ApS is entitled to charge a revocation fee by the provisions of the Interest Act.

The delivered remains MODUM ApS property until the full purchase price has been paid.

## **8. Delivery time and delay**

Delivery times, stated in offers and order confirmations, are only approximate unless otherwise expressly agreed.

Delivery deadlines apply no earlier than the date when all information required for the order has been made available to MODUM ApS. For calculation of possible Delay is ignored by Sundays and public holidays as well as vacations.

MODUM ApS disclaims any liability for a delay due to circumstances that MODUM ApS does not influence, including force majeure, delivery failures of any kind from subcontractors, import restrictions, strike, lockout, war, fire and unusual natural events for the season. In the event of such a delay, it does not entitle the customer to make any breach, replacement or proportionate refusal.

In case of delay, for which MODUM ApS is responsible, the customer may claim compensation under Danish law's general compensation rules, as the customer can never claim damages for operating loss, loss of profits or other direct or indirect losses. Any claim for damages can never exceed the agreed price for the item.

## **9. Shortage and objections**

Upon receipt of the goods, the customer shall carry out a careful examination of this and may subsequently not invoke defects or defects in the product which could have been discovered in such an investigation. A receipt of the goods without reservation is considered to be the customer's confirmation that the item is defective and by the agreement of the parties.

If, after receipt of the goods, the customer detects defects that could or should not have been discovered at the receipt of the goods, the customer is obliged to advertise immediately after the customer should have discovered the alleged defect. However, the complaint must be made within six months of delivery. In case of exceeding this time limit, the Customer will lose any right to objection.

Complaints do not entitle the customer to withhold payment for the delivered item.

In the event of legitimate claims, MODUM ApS has the right to make a transfer, and the customer cannot make any breach of rights in respect of MODUM ApS in case of replacement.

In the case of defects in which MODUM ApS is responsible, the customer may claim compensation under Danish law's general compensation rules, as the customer can never claim compensation for loss of service, loss of profits or other direct or indirect losses. Any claim for damages can never exceed the agreed price for the item.

If, after delivery, new legal provisions that require changes to the delivered, this MODUM ApS is irrelevant in all respects, even if this may happen during the complaint period.

#### **10. Product liability**

For product liability, the current regulations apply to the Product Liability Act. Unless otherwise required by law, MODUM ApS may never be subject to additional liability. MODUM ApS can never be held liable for operating loss, loss of time, loss of work, loss of profits or other direct or indirect losses unless required by mandatory legislation.

MODUM ApS cannot be held liable for damage to property or movable property which occurs when the goods are in possession of the customer or are liable for damage to goods made by the customer and in which the goods supplied by MODUM ApS are included.

MODUM ApS 'liability for property damage can never exceed DKK one million per. damage.

If MODUM ApS is subject to liability that exceeds the above-mentioned liability, the customer is obliged to indemnify MODUM ApS for this. The customer is obliged to subscribe to product liability insurance covering any product liability that may be claimed against the customer.

#### **11. Disputes**

Any dispute arising from the parties' agreement shall be settled by the Court of First Instance in Nykøbing Falster as the jurisdiction.