

## § 1 General provisions

1.1 Seller's terms of sale apply exclusively. Seller do not recognize any terms of the Buyer that conflict with or deviate from Seller's terms of sale unless Seller have expressly agreed to their validity in writing. Seller's terms of sale also apply if Seller carry out the delivery to the Buyer without reservation despite knowing that the Buyer's terms of sale conflict with or deviate from Seller's terms of sale. Seller's terms of sale are deemed to have been accepted at the latest upon receipt of the goods or service.

1.2 Seller's terms of sale also apply to all future business with the Buyer, including offers, advice and other ancillary services.

1.3 Technical and operational information on weight, dimensions, other performance and consumption data in Seller's projects, drawings and publications are for general information purposes only, unless reference is made to them in the offer or Seller's order confirmation; however, this does not constitute a guarantee of a property. Seller reserve ownership and copyright to cost estimates, drawings and other documents. They may only be made available to third parties with Seller's consent.

1.4 If, after the offer has been submitted, changes to the contractual obligations arise due to new or amended legal regulations or new requirements from authorities and testing bodies, the contract must be adjusted taking into account the interests of both parties.

1.5 Subsequent changes and additions to a contract must be made in writing to be effective.

1.6 Consumers within the meaning of the terms and conditions are natural or legal persons with whom business relationships are entered into without them being able to be attributed a commercial or independent professional activity. Entrepreneurs within the meaning of the terms and conditions are natural or legal persons or partnerships with legal capacity with whom business relationships are entered into and who act in the exercise of a commercial or independent professional activity. Buyers within the meaning of the terms and conditions are both consumers and entrepreneurs.

## § 2 Offer

2.1 Seller's offers are subject to change unless otherwise stated in the order confirmation. Seller's prices are subject to change for 6 weeks after the offer has been submitted until revoked. Due to the development of raw material prices, Seller must expressly reserve the right to change prices. The contract is only concluded upon Seller's order confirmation. The price in Seller's order confirmation always applies.

## § 3 Prices, payment terms, securities

3.2 Unless otherwise stated in the order confirmation, prices will be calculated EXW (Ex Works) in EUR or DKK. Prices do not include packaging, freight, insurance and other incidental costs (storage, third-party inspection). VAT is added at the statutory rate on the day the invoice is issued. Freight and packaging is usually 2.5% from the total value of the order with a minimum charge of 25 EUR or 200 DKK (except for offers to the contrary).

3.3 The deduction of discounts requires a special written agreement.

3.4 Unless otherwise agreed, payments must be made without any deductions within 14 days to Seller's bank account.

3.5 Services and spare parts are due for payment immediately after the invoice is issued.

3.6 In the event of late payment or if the Seller's claims are at risk due to a deterioration in the Buyer's creditworthiness, Seller is entitled to

demand payment against Seller's claims or to demand security. Seller is also entitled to carry out outstanding deliveries and services only against advance payment or against the provision of security.

3.7 Seller reserve the right to change prices appropriately if cost reductions or cost increases occur after the conclusion of the contract, in particular due to collective agreements or changes in material prices, and if there are any changes between the conclusion of the contract and more than 6 months have passed since the fulfilment of Seller's main contractual obligation. Seller will provide the Buyer with evidence of the changed costs on request.

3.8 The Buyer is only entitled to a right of retention and a right of set-off if the counterclaims are undisputed or legally established and the claims are based on the same contractual relationship.

## § 4 Delivery conditions

4.1 The delivery period begins on the date of the order confirmation, but not before receipt and clarification of all necessary technical questions and documents. Compliance with the delivery period requires the Buyer to fulfil their contractual obligations, in particular the timely receipt of payments due. This also includes the provision of all documents and approvals to be obtained by the Buyer, the possible approval of drawings and the punctual receipt of any agreed down payment as well as the punctual provision of any agreed payment security. A further requirement is the timely provision of preliminary construction and assembly services by the Buyer, in particular the provision of electricity, gas, water and necessary auxiliary personnel free of charge to Seller. The Buyer's order is only considered accepted when all technical and commercial questions have been clarified and, if necessary, technical drawings/documentation have been approved by the Buyer. In particular, the delivery time is calculated from this point in time.

4.2 The agreed delivery dates are deemed to have been met even if the delivery items cannot be dispatched on time through no fault of the Seller.

4.3 The Seller is entitled to make partial deliveries and to charge for these.

4.4 If the Seller is prevented from fulfilling obligations due to the occurrence of force majeure affecting Seller or Seller's suppliers or subcontractors and which Seller was unable to avert even with the care that was reasonable under the circumstances of the case, Seller will be released from Seller's contractual obligations for the duration of the disruption and to the extent of its effect. Force majeure includes in particular armed conflicts, internal unrest, intervention by higher authorities, forces of nature, accidents, unforeseeable operational disruptions, delivery deadline overruns or delivery failures by Seller's suppliers, shortages of labour, energy or raw materials, strikes, lockouts and traffic disruptions. If the event justified by force majeure lasts longer than 6 months, each contracting party is entitled to withdraw from the contract, excluding all further claims.

4.5 If Seller is in default and the Buyer suffers damage as a result, the Buyer is entitled to demand compensation for the delay. This amounts to 0.5% for each full week of delay, but a maximum of 5% of the value of that part of the contractual item that cannot be used on time or in accordance with the contract as a result of the delay. If Seller is still in default after reaching the above maximum compensation for delay, the Buyer can withdraw from the contract after expiry of a reasonable grace period set by the Buyer in writing; the same applies if the delivery or service becomes impossible for Seller for reasons for which Seller is responsible.

4.6 A right of withdrawal to which the Buyer or Seller is entitled under paragraph 4.4 or 4.5 generally only extends to the part of the contract that has not yet

been fulfilled. Further rights of the Buyer arising from delay, in particular claims for damages, are excluded. This exclusion of liability does not apply in the event of intent or gross negligence on the part of legal representatives or senior employees.

## § 5 Warranty and guarantee

5.1 The warranty period is one year from delivery of the delivery item.

5.2 If there is a defect in the delivered item for which Seller is responsible, the Seller is entitled to remedy the defect or to provide a replacement delivery at Seller's discretion. In the event of remedying the defect, the Seller is obliged to bear all costs required for the purpose of remedying the defect, in particular transport, travel, labour and material costs up to the amount of the purchase price, provided that these do not increase as a result of the purchased item being transported to a location other than the place of performance.

5.3 If the subsequent performance fails, the Buyer can generally demand a reduction in the remuneration (reduction) or cancellation of the contract (withdrawal). However, if the breach of contract is only minor, in particular if the defects are only minor, the Buyer has no right of withdrawal.

5.4 Buyer must notify the Seller of obvious defects in writing within 2 weeks of receiving the delivery item and provide Seller with an opportunity to inspect and test the product claimed to be defective; otherwise, the assertion of the warranty claim is excluded. Timely dispatch is sufficient to meet the deadline. All claims must be accompanied by the original copy of the invoice and system operating conditions, if applicable.

5.5 If the Buyer chooses to withdraw from the contract due to a legal or material defect after subsequent performance has failed, Buyer is not entitled to any additional claim for damages due to the defect. If the Buyer chooses compensation after subsequent performance has failed, the goods remain with the Buyer if this is reasonable for him. The compensation is limited to the difference between the purchase price and the value of the defective item.

5.6 In addition, Seller is only liable in accordance with the statutory provisions if the Buyer asserts claim for damages that are based on intent or gross negligence, including intent or gross negligence on the part of Seller's representatives or vicarious agents. If Seller is not accused of intentional breach of contract, liability for damages is limited to the foreseeable, typically occurring damage.

5.7 Seller is liable in accordance with the statutory provisions if the Seller culpably breach a material contractual obligation. In this case, liability for damages is limited to the foreseeable, typically occurring damage.

5.8 Otherwise, liability for damages is excluded; in particular, the Seller is not liable for damages caused to the delivery item itself.

5.9 The product was designed and manufactured in accordance with industry standards and is free from material and processing defects. The guarantee ends one year after delivery or readiness for delivery of the product. This also applies if Seller has repaired the product or installed spare parts within the one-year guarantee period.

5.10 The guarantee for purchased components included in the scope of delivery is limited to the guarantee given by the manufacturer, but at least 12 months from delivery or readiness for delivery.

5.11 Any guarantees regarding the service life of the products are void if the products manufactured by the Seller are not used in the manner specified in Seller's operating instructions, installed and maintained, and operated at ratings, specifications and design conditions.

## **§ 6 General exclusion of liability**

6.1 Any liability for damages beyond that provided for in § 5 is excluded regardless of the legal nature of the asserted claim. This applies in particular to claims for damages arising from negligence when concluding the contract, positive breach of contract or tort.

6.2 Claims for damages due to impossibility remain unaffected. The same applies if statutory liability provisions are mandatory.

6.3 If liability for damages is excluded or limited towards Seller, this also applies with regard to the personal liability of Seller's employees and vicarious agents.

6.4 The above limitations of liability do not affect claims by the Buyer arising from product liability or due to injury to life, limb or health.

## **§ 7 Transfer of risk, shipping**

7.1 The INCOTERMS in the version valid at the time of conclusion of the contract apply to the interpretation of the trade clause.

7.2 The means of transport and transport routes are left to Seller's discretion. The same applies to the selection of the forwarding agent or carrier.

7.3 Delivery items reported as ready for dispatch must be collected immediately, otherwise Seller is entitled to store them at the Buyer's expense and risk at Seller's own discretion and to invoice them as delivered.

7.4 In the case of delivery ex works / freight collect, the transport costs and the insurance risk are borne by the recipient. The risk is transferred to the Buyer when the goods leave Seller's factory or shipping point.

7.5 Transport damage will only be recognized if a damage report from the freight carrier - properly with a description of the damage - is available and is reported to Seller within 3 working days. In the case of delays in dispatch for which the Buyer is responsible, the risk is transferred when the goods are notified that they are ready for dispatch.

## **§ 8 Retention of title**

8.1 In the case of contracts with consumers, Seller reserves title to the purchased item until the purchase price has been paid in full. In the case of contracts with entrepreneurs, Seller reserves title to the purchased item until all claims from an ongoing business relationship have been settled in full.

8.2 If the Buyer acts in breach of contract, in particular if payment is delayed, Seller is entitled to withdraw from the contract and then demand the return of the purchased item.

8.3 The Buyer is obliged to insure the reserved goods at his own expense against theft, breakage, fire, water and other damage for the duration of the Buyer's obligations to Seller and to provide Seller with evidence of this upon request. Buyer hereby irrevocably assigns to Seller all his rights from the corresponding insurance contracts until Seller's obligations have been fully fulfilled. Seller accepts the assignment.

8.4 If the Buyer fails to meet his obligations in accordance with the previous paragraph, Seller have the right to take out the aforementioned insurance to the extent Seller considers necessary at the Buyer's expense, provided that the rights from the insurance contracts accrue directly to Seller.

8.5 In the event of seizure or other intervention by third parties, the Buyer must notify Seller immediately in writing so that Seller can assert rights to the purchased items against the third party. If the third party is unable to reimburse Seller the costs out of court and/or in court, the Buyer shall be liable

to Seller for these costs.

8.6 The Buyer is obliged to keep the reserved goods in perfect condition and to have any repairs that become necessary carried out immediately by specialist companies; he must inform Seller at any time about the reserved goods, in particular with regard to their respective location. Seller is entitled to enter the location of the reserved goods at any time; where necessary, the Buyer will provide Seller or Seller's authorized representatives access to the location of the reserved goods at any time. The Buyer may only sell, pledge, assign as security, rent or otherwise transfer or change the reserved goods or change the location reported to Seller with Seller's prior written consent.

8.7 The Buyer is obliged to notify Seller immediately of any threat to Seller's property.

8.8 If the Buyer violates the obligation under Section 8, Seller is entitled to demand immediate payment of the entire remaining debt for the reserved goods or to demand security. If the Buyer does not pay the entire remaining debt within 7 days of Seller's request to do so or if he does not provide the required security within this period, his right to use the reserved goods expires. Seller is then entitled to withdraw from the contract and demand the immediate return of the reserved goods at the Buyer's expense, excluding any right of retention. The Buyer hereby grants the Seller irrevocable access to the location of the reserved goods and authorizes Seller to take them back.

8.9 If the Buyer wishes to resell the purchased item, the Buyer hereby assigns to Seller all claims in the amount of the final invoice amount of the Seller's claims including statutory VAT that arise from the resale, against his Buyer or third parties, regardless of whether the purchased item was resold without or after processing. Seller accepts the assignment. The Buyer remains entitled to collect this claim even after this assignment. The Seller's authority to collect the claim remains unaffected by this. However, Seller undertakes not to collect the claim from the third party as long as the Buyer meets his payment obligations, does not fall into arrears and, in particular, no application has been made to open composition or insolvency proceedings or payments have been suspended. If this is the case, Seller can demand that the Buyer informs Seller of the assigned claims and their debtors, provide all information required for collection, hand over the relevant documents and disclose the assignment to his debtors or other third parties.

8.10 The processing or transformation of the purchased item by the Buyer is always carried out for the Seller. If Seller processes the purchased item with other items that do not belong to Seller, Seller acquires joint ownership of the new item in the ratio of the value of the purchased item to the value of the other processed items at the time of processing. The same applies to the item created through processing, as does the purchased item delivered subject to retention of title.

8.11 If a retention of title is not legally effective to the extent described above under the legal system of the Buyer's country, the retention of title recognized there in its more extensive form is deemed to have been agreed. If the protection of title to the delivered item is not guaranteed in the Buyer's country to the same extent as in the country, Seller can demand advance payments or the provision of security in the amount of the value of the goods. Unless otherwise agreed, security can only be provided in the form of an irrevocable, confirmed letter of credit or an irrevocable, self-inflicted guarantee from a major bank also established in the Federal Republic of Germany.

## **§ 9 Place of performance**

9.1. The place of performance for Seller's deliveries is Hilden, Germany. If Seller is also required to provide services (e.g. assembly), the place of performance for these services is the place where

the services are to be provided. The place of performance for the payment obligation is the payment office stated in Seller's invoice.

## **§ 10 Place of jurisdiction, applicable law**

10.1 All legal relationships between the Buyer and the Seller shall be governed by the laws of Denmark.

10.2 If the Buyer is a merchant, the place of jurisdiction for all legal disputes, including bills of exchange and check proceedings, is Copenhagen, Denmark. However, Seller can also sue the Buyer in the courts of his general place of jurisdiction.

10.3 Should individual provisions of the contract with the Buyer, including these general terms and conditions, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The provision that is invalid in whole or in part shall be replaced by a provision whose economic effect comes as close as possible to that of the invalid provision.

## **§ 11 Right of withdrawal**

11.1 The Buyer may only withdraw from the order with the consent of the Seller. If the Buyer withdraws from the contract, Seller reserves the right to charge all costs incurred up to that point plus any lost profit. If stock items are returned, the Seller charges 25% storage costs of the net value of the goods. Special and project-made items cannot be exchanged.

## **§ 12 Export ban**

12.1 The Buyer assures that he is aware of all national and international regulations prohibiting the export of certain goods. The Buyer further assures that he will not violate such regulations when exporting the goods supplied by Seller.

## **§ 13 Severability clause**

13.1 Should individual provisions be or become invalid, the remaining provisions shall not be affected thereby.