



## **SALES AND DELIVERY CONDITIONS FOR ANDEMORS VERDEN APS – CVR NR. 30 54 59 58**

**Application.** These general terms and conditions of sale apply to all delivery orders, unless there is a different written agreement between Andemors Verden ApS (“Andemors Verden”) and the buyer, regardless of whether the buyer is domiciled in Denmark or in another country. In the event of any discrepancies between these terms and conditions of sale and the terms and conditions of the buyer, Andemors Verden’s Terms and Conditions apply unless the differing terms are accepted, in writing, by both parties.

**Offer and acceptance.** Submitted offers will lapse if written acceptance has not arrived at Andemors Verden within 14 days of the date of submission of the offer. Andemors Verden will only accept an order when the written order confirmation has been received by the buyer. An order will then be placed for the price at the given time of the confirmation of the order, at Andemors Verden. Any oral promises or agreements, which are not stated in writing on the order confirmation, are not legally binding to Andemors Verden.

**Pricing.** All prices and amounts are in Danish kroner (DKK) and do not include VAT and delivery costs. The quoted prices are based on the prices and costs applicable at the time of the order confirmation. Andemors Verden is entitled to, on the delivery date, change prices in accordance to

changes in exchange rates, purchase prices, customs, cargo-, shipping- and insurance rates and other matters beyond Andemors Verden’s influence and control. Andemors Verden is entitled to charge a separate fee for processing and shipping.

Payment claims will be due 14 days after the invoice date, unless otherwise agreed between Andemors Verden and the buyer. If payment is not received on time in the accordance with the Terms of Payment, a 2% interest fee will be ascribed per commenced month. Andemors Verden may demand reimbursement for reminder fees, collection fees and other expenses related to the recovery of the payment in accordance to the rules of the Danish Interest Act.

The buyer’s obligation to pay in a timely manner remains, even if the buyer makes claims of flaws and deficiencies. Alternatively, the buyer must deposit the purchase price in the event of flaws and deficiencies being announced. The buyer is not entitled to offset.

If the buyer does not make the payment on time or if Andemors Verden receives inadequate and/or, in the opinion of Andemors Verden, negative credit information concerning the buyer, Andemors Verden is entitled to suspend further deliveries until a pre-payment is received or other suitable collateral is available. If the prepayment or collateral is not received before the deadline set by Andemors Verden, Andemors Verden is entitled to either terminate the delivery or maintain it, in which case Andemors Verden may claim its losses and costs covered, including legal expenses.

**Delivery and shipping.** Sold goods are delivered from Andemors Verden’s warehouse (ex works) in Denmark (Incoterms 2010). Andemors Verden orders, unless explicitly stated and agreed upon,

will be shipped to the address stated by the buyer for the buyer's own account and risk. For customers located in Denmark, orders at or above DKK 5,000 will be provided with free shipping. However, shipping will continue to be under the buyer's risk, see below.

The risk of the delivered pass on to the buyer when the products are made available to buyer's pickup at Andemors Verden's warehouse. If the buyer cannot take the agreed shipment or part thereof, Andemors Verden will bill the products at the agreed delivery date. The products will then remain at Andemors Verden's warehouse at the buyer's expense and risk.

Andemors Verden is entitled to divide the order and deliver in multiple deliveries if they see fit. Each delivery is then considered an independent order, and significant delay with a single delivery does not entitle the buyer to cancel the total order. For delivery of multiple deliveries, Andemors Verden is entitled not to, but not obliged to, invoice each delivery separately.

**Delay.** Unless otherwise agreed in writing by Andemors Verden, delivery is made as soon as possible, taking due account of delivery times of Andemors Verden's subcontractors. If the time of delivery has been agreed upon, this is deemed to be complied with when Andemors Verden can document, before the expiration, that the delivery has been shipped and is readily available. Delivery time can be extended if the buyer makes a request for changes or supplements to the order.

In the event of a delay, for whatever reason, the buyer may terminate the agreement if the delay is significant to the buyer, and the buyer has informed Andemors Verden of this significance. Delayed delivery, for whatever reason, does not entail the buyer to demand compensation for any direct or indirect loss, unless it can be documented

that the delay was due to gross negligence or fraud from Andemors Verden. However, the buyer cannot terminate the agreement due to products being on back order from Andemors Verden's suppliers.

**Defects.** The buyer is required to thoroughly investigate the delivered products immediately upon reception. If the buyer finds, or ought to find, that the delivered products is suffering from defects, the buyer must make Andemors Verden aware of the defects in writing. Complaints must be stated in writing within eight days of delivery. If the buyer does not make the complaint within the time stated, the buyer's right to claim the defect valid will expire.

In the event defects being found on the delivered goods for which Andemors Verden is responsible, Andemors Verden is entitled to deliver replacements, remedy or take the delivered in return for repayment of the order amount, if this occurs at the latest 30 days after written complaint concerning the defect in question has arrived at Andemors Verden. Andemors Verden is then entitled to demand the defective products returned while replacement, remediation or repayment of the order amount takes place.

In the event where Andemors Verden makes timely redeployment or remediation, the buyer is not entitled to cancel the agreement, demand a discount in the purchase price or otherwise make claims for compensation or other compensation from Andemors Verden because of the defects found. In the case of an event where Andemors Verden does not find defects for which Andemors Verden is responsible, Andemors Verden is entitled to reimbursement for the work and the expenses incurred by Andemors Verden. If Andemors Verden does not provide replacements or if remedial action does not take place in a timely manner, the buyer is entitled to demand that the

agreement be terminated or demand compensation/proportional reduction under the Danish Law's general rules, as the buyer's remedy for breach of contract are limited thereto. If a replacement or remedy is made, any further complaints may not be made later than the originally agreed warranty period has been set to. Andemors Verden is under no circumstances responsible for operating loss, loss of profits or other indirect losses incurred as a result of identified defects or deficiencies.

**Return.** The agreement on delivery is considered binding when a written order confirmation is received. Returns are only accepted upon agreement and must be shipped postage paid in full and undamaged condition and in unopened packages. The charged price with a 20% deduction is credited to the buyer if Andemors Verden has accepted the return.

**Product liability.** The limitation of liability set out below applies unless otherwise accompanied by mandatory Danish law. Andemors Verden is only responsible for personal injury caused by the products provided only if it is proven that the damage is caused by gross negligence from Andemors Verden. Andemors Verden is not responsible for damage to property or goods owned by the buyer caused by the delivered, as well as for operation loss, loss of earnings or indirect loss. Andemors Verden is also not responsible for damages to products produced by the buyer and in which the delivered products from Andemors Verden are included in, or products incorporating buyer's products. To the extent that Andemors Verden may be subject to product liability vis-à-vis third parties, the buyer is obligated to keep Andemors Verden equally indemnified. The buyer is obligated to submit to legal proceedings against them in the same court which is responsible for handling product third-party liability cases against Andemors Verden.

**Ownership.** Andemors Verden reserves the right to the sold products, until full payment has taken place. The buyer cannot exercise possessory lien for the delivered, regardless of if the buyer may claim to hold a counter demand towards Andemors Verden. In the event of the buyer's delay in payment, Andemors Verden is entitled to, without preceding notice, retrieve the delivered, and buyer is obligated to release the delivered. Upon repossession in accordance to the reservation of property, the buyer must compensate for every loss and total costs, including legal expenses that Andemors Verden may be imposed with. The buyer is unauthorized to make resales, mortgaging, borrowing, renting or the likes of the delivered, or let the delivered become part of a property in such a manner that the reservation of property cannot be upheld until the final payment has been made. If there are made legal proceedings from a third party, including by written notice, the buyer is obligated to notify Andemors Verden immediately of the situation.

**Limitation of liability.** Any possible liabilities for damages concerning Andemors Verden is limited to cases where Andemors Verden has conducted gross negligence or intent, and the liability does not cover indirect losses of any kind, including operating losses, loss of profits, loss of goodwill or the likes. In addition, Andemors Verden's potential liability is maximized to an amount equal to the total payment in accordance to the specific order confirmation submitted by Andemors Verden to the buyer, but no more than DKK 50,000 in each individual case. Andemors Verden makes reservations towards to printing errors, price errors, as well as VAT and tax changes.

**Force majeure.** If Andemors Verden, due to circumstances occurring after the conclusion of the order, and which Andemors Verden is not in control of, over the obligation to deliver is

suspended during the time the circumstances are transpiring. These circumstances include but are not limited to: strikes, lockouts, fire, lack of transportation, war, currency restrictions, preventions of timely deliveries, import/export bans etc.

The buyer is entitled to cancel the purchase in accordance to the stated conditions under the segment **Defects**, and cannot raise any claims concerning compensation of any kind. Andemors Verden is entitled to cancel the purchase without the cancellation warranting the buyer to claim compensation of any kind when the barrier for delivery has lasted for 30 days. It is up to the party, which is claiming force majeure without any unnecessary and unfounded halt, to inform the other party, in writing, concerning the origin and cessation of the claim.

**Intellectual property rights.** Any of Andemors Verden's intellectual property rights, including but not limited to design rights, patent rights, copyright trademark rights and know-how concerning Andemors Verden's products etc. belong, without limitations, to Andemors Verden. The buyer may not use any of these without Andemors Verden's explicit consent in writing.

**Jurisdiction and governing law.** Disputes arising from the present terms of sale and delivery are settled under Danish law. The jurisdiction for court cases placed by the buyer against Andemors Verden is at the Copenhagen City Court. The jurisdiction for court cases placed by Andemors Verden towards the buyer is at the Copenhagen City Court, or buyer's local court, depending on the choice made by Andemors Verden.