

# Terms and Conditions

TG Technology // 2020

Unless there is another written agreement, the seller delivers all deliveries on the following terms, regardless of any conflicting or deviating provisions in the order or acceptance placed by the buyer.

## 1. Offer, order and acceptance

Buyer's orders and orders are only binding on the seller once the buyer has received written order confirmation.

Offers from the seller that do not specify a special acceptance deadline will lapse if corresponding acceptance from the buyer is not received by the seller within twenty working days from the date of the offer.

Oral, including telephone stated prices, are to be regarded as free offers.

## 2. Seller's performance

Seller's service includes only the parts and goods specified in the order confirmation. Seller undertakes to supply material of the usual good quality with regard to materials and processing in accordance with the terms and conditions and any specially agreed terms.

All drawings, sketches, technical specifications, etc. remains the property of the seller and may not be copied or left to third parties.

The delivered material must also not be manufactured, imitated or left to third parties for this purpose.

## 3. Delivery

Delivery is considered to have taken place upon delivery of the goods to the buyer or delivery to a foreign carrier, unless otherwise stated in the order confirmation.

Insurance of the buyer's risk regarding transport is only taken out by the seller if this has been agreed in writing. The ownership of what is sold remains with the seller until the purchase price is paid in full.

## 4. Prices

The price applies ex works or warehouse and is exclusive of VAT and other taxes. Reservations are made for changes in offer prices both before and after acceptance, taking into account changes in material prices, exchange rates or other conditions over which the seller has no influence.

If the nature of the delivery changes or the seller's costs increase in another way, caused by the buyer's conditions, reservations are made about adjusting the price stipulated in the agreement.

## 5. Payment terms

Unless otherwise agreed, the seller may demand that part of the purchase price - however, a maximum of one third - be paid at the time of order, an additional part - however, max. one third - paid when the installation commenced, as well as the remaining part - however max. one third - paid at the submission of the assignment.

In cases where installation is not included, the seller may demand that part of the purchase price - however, max. half - paid by order and the remaining part of the purchase price upon delivery.

In the event of payment deadlines being exceeded, the buyer is obliged to pay default interest on the amount due, p.t. 2.0% pr. commenced month. The seller may require the buyer to provide satisfactory security for the payment.

The seller may require the buyer to provide satisfactory security for the payment.

Payment by set-off cannot take place if the counterclaim is disputed.

Failure to comply with payment terms is considered a material breach, and entitles the seller to stop further deliveries, as well as to claim any receivables from the buyer, due or undue, paid immediately and indemnified.

## **6. Delivery time**

Delivery up to two weeks before or after the delivery date stipulated in the agreement is in all respects considered timely delivery.

Seller may demand extension of delivery time in the following cases:

In the event of changes to the order required by the buyer.

In the event of delay in deliveries or work services that the buyer himself performs or has performed.

In case of force majeure, see point 13 of these Terms of Delivery.

When precipitation, low temperature, strong winds or other weather, which prevents or slows the seller, occur to a significantly greater extent than is usual for that time of year.

In the event that work on the delivery must be stopped or delayed by public order.

In the above-mentioned points a, b and e, the seller also reserves the right to adjust the agreed price in accordance with the costs incurred by the seller in this regard.

## **7. Delay**

If the delivery is significantly delayed, and if the seller is not entitled to defer the time of delivery, cf. item 6, the buyer is by written notice to the seller entitled to terminate the agreement if the delay causes significant inconvenience to him. If the delay only applies to part of what is sold, the buyer can only cancel the purchase. f.s.v. relates to the part of the equipment in question. If the delay applies to material manufactured according to the buyer's instructions or specifications, or the material is of a nature that is not normally stocked by the seller, the agreement can only be terminated if the delay means that the buyer's purpose with the purchase will be significantly failed.

## **8. Claimant's default**

If the buyer fails, after the delivery time has occurred, to pick up the material or place an order for shipment, the seller is entitled to store and insure the service at the buyer's expense.

If the buyer fails to pick up the material despite a written request, the seller - even in cases where the material is manufactured specifically according to the buyer's instructions or specification - is entitled to sell it in the best possible way.

## **9. Missing**

The seller's liability for defects has an extent as stated below and applies in the following periods calculated from the time of delivery sold:

Installation and industrial control systems: 9 months

Software: 3 months

Within the periods mentioned above, the seller undertakes to remedy any defects in the delivered goods by repair or re-delivery at the seller's choice.

The seller's above-mentioned remedy or re-delivery obligation thus only covers wages and materials that are directly related to the seller's obligation. All other costs associated with a defect that has occurred, including transportation, waiting money, diets, lodging, as well as costs of exposing or making available defective parts, are thus beyond the seller's control.

The seller's obligation to remedy defects is conditional on the buyer proving that the delivered material is defective and including documenting that the material has been stored, installed, used and maintained correctly and in accordance with the seller's regulations.

The seller's obligation lapses if components that have not been manufactured or approved by the seller are used in connection with the seller's supply.

If the seller does not meet the above remedy obligation within a reasonable time, the buyer may give the seller a deadline in writing for the fulfillment. If the obligation is not fulfilled before the expiry of the stipulated deadline, the buyer can demand a proportionate reduction, however, not more than 10% of the agreed purchase price. The seller is only responsible for the delivery being sufficient and / or suitable for solving the buyer's tasks in terms of capacity and other respects to the extent that it is the seller who has made dimensions, etc. and to the extent that the buyer documents that the information provided by the buyer as a basis for this regarding the buyer's requirements is correct and complete.

## **10. Product liability**

For product liability, the current rules in Danish law apply.

## **11. Ansvarsbegrænsning**

Sælger er ikke ansvarlig for indirekte skader og tab, såsom driftstab, tidstab, tabt avance eller andre lignende tab.

Dette gælder også skade af tab ved forsinkelse.

## **12. Reklamations- og undersøgelsespligt**

Det påhviler køberen at foretage en grundig undersøgelse af materiellets kontraktmæssighed senest ved leveringen.

Køberen er forpligtet til omgående at reklamere over mangler, der måtte konstateres ved en sådan undersøgelse, og køberen kan ikke senere påberåbe sig mangler, der kunne konstateres ved en sådan undersøgelse. Det samme gælder, hvis køberen undlader at reklamere omgående over senere konstaterede mangler, som han ikke har konstateret eller burde have konstateret ved leveringen.

Reklamationer berettiger ikke køber til at tilbageholde betaling for præsterede leverancer.

## **13. Force majeure**

Sælger er ansvarsfri for manglende eller forsinket opfyldelse af aftalen som skyldes force majeure, krig, optøjer, borgerlige uroligheder, regeringsindgreb eller indgreb af offentlige myndigheder, ildsvåde, strejke, lockout, export- og/eller importforbud, manglende eller mangelfulde leverancer fra underleverandører, mangel på arbejdskraft, brændsel, drivkraft eller nogen anden årsag, som ligger uden for sælgers kontrol, og som er egnet til at forsinke eller hindre fabrikationen og leveringen af det solgte. Såfremt mangelfri eller rettidig levering hindres midlertidigt ved en eller flere af de ovennævnte omstændigheder, udskydes leveringen i det tidsrum svarende til hindringens varighed med tillæg af en efter omstændighederne rimelig periode til normalisering af forholdene.

Delivery for the delivery time thus delayed is considered timely in all respects. If the impediment to delivery can be expected to persist for longer than 40 working days, both the seller and the buyer must be entitled to cancel the agreement without this being considered a breach.

#### **14. Electricity supply**

The buyer is obliged to provide and bear the costs of establishing a sufficiently stable electricity supply and efficient earthing system for what is sold.

#### **15. Software Program License**

Entering into software program license agreements only entitles the purchaser to use the programs as set forth in a separate license agreement. This right is not transferable to others and the buyer has no right to copy the programs to others.

The programs may only be used for a single computer or work task, however, the buyer has the right to make up to two backup copies of the programs.

Reference is also made to special conditions regarding software program license that apply in any such contractual relationship between the seller and the seller's customers.

#### **16. Choice of law and venue**

Any dispute between the parties, which cannot be resolved amicably, shall be settled by the application of Danish law either by arbitration or by the ordinary courts at the choice of the seller. Where the case is to be decided by arbitration, the arbitral tribunal shall be composed of three members appointed by the President of the Eastern High Court. One of these members - the chairman - must meet the conditions for being a judge, whereas the other two members must be professionally qualified regarding the subject matter of the dispute.

The arbitration proceedings otherwise take place in accordance with the rules of the Arbitration Act.