

# Terms and Conditions of Sale, Delivery and Payment no. 810-21 for FREUND ELEKTRONIK A/S

## § 1. Application

These terms and conditions govern all offers, orders, and deliveries unless otherwise agreed in writing by the parties involved.

## § 2. Offers

All offers are made pending the stipulations of §3. Each offer is valid for 30 days unless other arrangements are specifically agreed to in writing.

## § 3. Intermediaries

Until seller has been informed of buyer's acceptance of the offer, seller is entitled to enter into agreements with any third-parties regarding the goods/services offered, with the ramification that the original offer will expire. Seller shall, with all due haste, inform the buyer in writing, that the offer has lapsed.

## § 4. Pricing

All prices are EX WAREHOUSE Odense. Prices exclude VAT and other forms of consumer fees. All prices are made based on the salary, cost of materials, currency exchange rate as well customs and shipping fees in effect on the day of the offer. The seller shall be entitled to increase agreed prices of undelivered goods corresponding to price increases made by the seller's suppliers, changes in the price of materials, taxes and duties, wages and salaries and similar expenses. For any goods sold pre-assembled, it is accepted that assembly can be performed within normal working hours. If assembly is desired fully or partially as overtime, overtime payments and fees will be added to the overall cost.

## § 5. Payment

Terms of payment: Unless otherwise stated, the terms of payment are net cash upon receipt of the goods. If payment is made after the due date, the seller is entitled to calculate interest on the outstanding debt at any time from the due date against the interest rate applicable to the seller at any time. If the delivery is postponed due to the buyer's circumstances (creditor mora), the buyer - unless the seller notifies the buyer otherwise in writing - is still obliged to make payment to the seller as if delivery had taken place at the agreed time. For goods sold assembled as well as for plant and project deliveries, the seller is entitled to advance invoicing as part deliveries take place or the work is paid. Payment in advance must be paid on the conditions stated above. Buyer is not entitled to offset any counterclaims against seller that are not acknowledged in writing by seller.

## § 6. Retention of Title

The seller reserves, with the limitations that follow from mandatory legal rules, the ownership of the items/services sold, until the entire purchase price with the addition of accrued costs has been paid to the seller or to the person he has transported his right, as per § 19. By conversion or processing the sold goods/services, the retention of title is maintained so that it includes the transformed or processed item to an extent corresponding to the value it sold represented at the time of sale.

## § 7. Right of Changes

Seller reserves the right to, without prior notice, make alterations related to the construction, dimensions, and descriptions concerning the goods offered, in particular, changes deemed as being an improvement of said goods, if this can be done without inconvenience to the buyer. Data in offers, brochures, and plans are merely provided for guidance are not binding to the seller unless otherwise is explicitly stated in a written agreement.

## § 8. Delivery

All deliveries are EX WORX/EX WAREHOUSE Odense, and the estimated times of delivery are calculated from the date of the written order confirmation provided by seller. Seller reserves the right to alter the delivery estimate following the reception of the order made by the buyer. Unless otherwise agreed to in writing, a 14-day postponement of delivery based on factors affecting seller, is considered to be an on-time delivery thus not granting buyer any authority over seller. For systems, installations, projects, time of delivery is calculated from seller's statement that final installation has taken place. Should delays be caused by delivery proving impossible as stipulated in §15, delivery will be postponed by the length of time required to overcome the obstruction, with the condition that either party is entitled to cancel the contract without penalties, should the obstacle take over 3 (three) months to resolve. This condition applies regardless of whether the delay takes place before or after the originally estimated time of delivery. Customer-specific orders cannot be canceled.

## § 9. Scope of Delivery

Delivery includes 1 (one) user's manual for standard devices included in the price of the item. As such, spare parts, assembly, or operative support are not included in the price, unless specifically mentioned. Further material can be acquired at additional cost. For goods sold as installed, delivery includes whatever standard components are required for installation to take place. Prior to such a delivery, it is the responsibility of the buyer to ensure electrical wiring to the point of installation, according to relevant regulations. Building- or building-code related tasks caused by placement or installation, or any repairs taking place after the installation has taken place does not concern seller.

## § 10. Packing Materials

Packaging is done at buyer's expense unless specifically specified to be included in the price. Packaging materials are only accepted for return by specific agreement.

## § 11. Product Information

Sketches, specifications, descriptions, models or similar, provided by seller before or after the agreement has been entered into, remain the property of seller and are not to be passed on to any third parties without express written consent or abused in any other way.

## § 12. Export Conditions

Redistributing products purchased from seller may not take place, should it violate export restrictions according to U.S. or Danish law. For export, it may be required to secure a permit from the Danish Ministry of Industry or the United States government. Buyer must contact seller prior to any export taking place. Sales to other parties must occur with the same provisions as above.

## § 13. Patents

Seller guarantees that the supplied material is not in violation of any patents. Any violations of patents that may follow from buyer's use of the material, are of no concern or responsibility of seller.

## § 14. Rights pertaining to subscription and/or licensing agreements

Buyer acquires a non-exclusive right to use the software product which buyer accesses via subscription or licensing agreement. The non-exclusive right of use includes agreements entered between buyer and seller, as well as the scope of subscription and / or license agreement is specified in greater detail in the individual agreement. Any right, including - but not limited to - the intellectual property rights of a product which may be prepared for the buyer in connection with fulfillment of subscription and/or license agreement belongs to seller. The seller is thus free to use the by seller-developed as well as the during-the-work know-how, for use by other customers. The ownership of the software developed by seller belongs solely to seller and can thus not be transferred without written express consent by the buyer to any third parties.

## § 15. Duty of inspection, defects and complaints

Immediately upon reception, the buyer shall thoroughly inspect the delivery to ensure the goods are free from defects and have been delivered according to the agreement. If buyer wishes to report a defect, they must notify seller in a written statement immediately after the defect has occurred or should have occurred. In the event that buyer discovered, or should have discovered the defect and does not inform seller as previously described, buyer will not be able to claim a defect later. Buyer cannot claim proportionate discounts or the cancellation of the purchase. Any defects on sold items will be repaired or the defective items replaced at seller's discretion. The warranty period is 12 months from delivery. For components, such as tubing or pipes of any kind as well as any other applied materials, their specific warranty period shall apply. If buyer has not made seller aware of the defect within 12 months of delivery, they forfeit the right to do so at any later point in time. For repaired or swapped components as mentioned, seller will assume the same obligations as applied to the original sale, though with the condition that seller's responsibility for defects does not extend beyond 1 (one) year after the original delivery date. Changes to or interference with the sold items without express written consent from seller, shall absolve seller of any obligations. The buyer filing for defects does not entitle buyer to withhold payment either partially or completely.

## § 16. Limitation of liability

The buyer will not be able to claim compensation in excess of the originally invoiced cost of an item or delivery. Seller shall under no circumstances be liable for operating losses, loss of profits, costs incurred or other indirect losses suffered by the buyer, resulting from delays or defects to the sold items. The following circumstances carry full freedom from liability to seller, should they prevent the agreement from being fulfilled: Worker's conflicts (lawful or unlawful) or any other circumstances the two parties are not able to control, such as: fire, war, military mobilizations or unforeseen demands of military service, requisitioning of equipment, confiscation of equipment, currency restrictions, insurrections or riots/disturbances, lack of means of transport, shortages, fuel restrictions, or failings of delivery from sub-contractors due to any of the aforementioned circumstances. It is the responsibility of seller to inform buyer with all due haste should any of these conditions come into effect. In addition, the seller shall only be liable for errors in the seller's deliveries, if the buyer has used such deliveries correctly, in a responsible manner and in accordance with the seller's instructions, if any.

## § 17. Product Liability

Seller is only liable for personal injury if it is proven that the damage is due to errors or negligence committed by him or others for whom he is responsible. The seller is not responsible for damage to real estate or movables that occurs while the sold goods/services are in the buyer's possession. Seller is also not liable for damage to products manufactured by Buyer or products in which these are included. In other respects, the seller is liable for damage to real estate and movable property on the same terms as for personal injury. Seller is not liable for operating losses, lost earnings or other indirect losses. To the extent that the seller may be imposed product liability to third parties, the buyer is obliged to indemnify the seller to the same extent as the seller's liability is limited.

## § 18. Repairs

Any repairs, conducted at either seller's facilities or with the buyer, including alterations to and moving of existing installations, are at the sole risk and cost of the buyer.

## § 19. Returns

Goods sold will only be accepted for return, by written agreement. Returned goods are normally credited at 80% (though at least 50 DKK) of the invoiced price, to cover costs of inspections and preparation. In the event of buyer being entitled to cancel the agreement, or the sold goods are returned to seller with the intent of either replacement or correction of defects, the sold goods shall be returned to seller in their original packaging and at buyer's expense. If seller incurs shipping costs, seller shall be entitled to reimbursement from the buyer and to hold this against any monetary claims made against the seller. Following repairs or replacement, the buyer shall be obligated to collect the repaired or replaced goods at their expense.

## § 20. Transfer of Rights and Obligations

Seller shall be entitled to transfer all rights and obligations as relevant to the agreement to a third party.

## § 21. Disputes

Any dispute that cannot be amicably solved between the involved parties shall be settled according to Danish law through arbitration or the Court of Law in Odense, Denmark. Danish law will take precedence.

## § 22. Personal Information

Personal information is handled in accordance with the EU General Data Protection Regulation (GDPR) and the Danish Data Protection Act. For additional information, please see [www.freund.dk](http://www.freund.dk)