
**COMMON TERMS AND CONDITIONS OF SALE AND DELIVERY
(AS PER 26 AUGUST 2019)**

1. SALE OF GOODS ACT

The seller's offer and sale shall be subject to the rules of the Danish Sale of Goods Act, unless exceptions from the rules have been stipulated in these Terms and Conditions of Sale and Delivery.

2. THE SELLER'S OFFER AND PRICE

Unless the offer stipulates otherwise, the seller's offer shall remain valid for 30 days as from the date of the offer. If documenting prior sale, the seller shall not be bound by the delivery date stated in the offer. Instead, he shall agree with the buyer on a new delivery date as close as possible to the date originally offered.

Separate prices shall apply for deliveries which include supplementary services. The seller shall be entitled to demand separate payment for supplementary services requested in connection with the delivery, e.g. time specific delivery, warehouse rent, packaging plan etc., according to the seller's price list applying at any given time.

3. MEASURING

In case the seller assists a buyer with measuring and the like, this assistance shall only be considered a service whereby the seller incurs no liability.

4. ORDER CHANGES

The deadline for order changes shall be stated in the seller's order confirmation. No changes to the order will be possible after this date.

5. DELIVERY**5.1 Place of delivery and risk**

Delivery shall be effected to the business address of the buyer or, by agreement, to a designated building site. Delivery shall be effected ex lorry, at which point the risk of loss or damage to the goods shall also pass to the buyer.

5.2 Inspection of goods on delivery and complaints

At the time of delivery it is the responsibility of the buyer to check that the correct number of units has been supplied and that the goods are complete and undamaged. If this is not the case, it is the responsibility of the buyer to indicate this immediately in writing on the receipt note for the buyer's carrier or to notify the seller direct in writing. If the buyer does not raise objections in immediate connection with the delivery, complaints/claims concerning shortages or damage in transit cannot be made at a later date.

5.3 Quality control

Before fitting the units the buyer shall be obliged to ensure that the goods delivered meet the contract terms generally. Failure to conduct quality control and/or failure to lodge complaints will lead to the buyer losing his right to complain.

6. CLAIMANT'S DEFAULT**6.1 Deferred delivery**

If the buyer's circumstances cause a deferment of delivery compared to the agreed delivery date, the seller shall be entitled to issue his invoice as if delivery had been effected at the agreed time.

In such cases the risk of loss or damage to the goods shall pass to the buyer at the originally agreed time of delivery.

6.2 Warehouse rent

In case of such deferment of delivery the buyer shall be obliged to pay to the seller a reasonable warehouse rent according to the price list applying at any given time or according to agreement.

7. PAYMENT

7.1 Terms of payment

The terms of payment will appear from the seller's offer/order confirmation. If the buyer does not meet the payment terms, interest shall be payable from the due date at the rate stipulated in the Danish Act on Interest, unless the offer/order confirmation stipulates a higher interest rate.

7.2 Partial delivery

If deliveries are to be staggered, the seller shall be entitled to withhold a delivery if the buyer has defaulted on payment of one or more previous deliveries.

8. LIABILITY FOR DEFECTS

8.1 Inspection for defects

The seller shall be entitled, but not obliged to be present at the hand-over inspection for defects and in connection with the 1-year and 5-year inspections for defects. The seller's refusal to participate in the inspections for defects cannot be construed as waiving any right to raise objections at a later date.

8.2 Remedying defects

If a delivery proves defective, the buyer may only claim the following remedies for breach of contract in the order stated.

a) The seller shall remedy defects at no cost to the buyer.

b) If the defects cannot be made remedied, the seller shall supply replacement goods.

c) If the seller does not remedy defects or supply replacement goods within a reasonable time, the buyer may instead cancel the contract for that part of the delivery which is defective. The buyer shall not be entitled to cancel the contract for previous or future deliveries.

d) In the above-mentioned instances the buyer may additionally demand compensation under the rules of the Danish Sale of Goods Act, always provided that the seller cannot be held responsible for operating losses, loss of profit or other indirect losses.

8.3 Force majeure

Without prejudice to the above, the seller shall never be responsible for any loss due to external forces for which he is not responsible, for circumstances beyond his control, including but not limited to war, fire, strikes, import restrictions, lockouts and unusual natural phenomena.

8.4 Expiry of liability for defects

Any liability for defects in the delivery shall expire five years after hand-over of the building project which the delivery forms part of. For deliveries to stock or for resale, the liability shall, however, expire not later than six years after delivery to stock or for resale.

8.5 Recourse

If found proven that a claim against the original buyer concerning defects cannot be satisfied or only satisfied with great difficulty, subsequent buyers of the goods, including contractors and building owners, shall be entitled to make direct claims against the seller to the same extent as they would against the original buyer if the latter had a claim against the seller.

8.6 Disputes

Disputes concerning the above claims shall be heard by the Danish Building and Construction Arbitration Board, cf. point 11.

9. LIABILITY FOR DELAY

9.1 Seller's liability

The seller shall be liable for any delay, unless such delay is caused by interference in the work process by external forces for which he is not responsible, by circumstances beyond his control, including but not limited to war, fire, strikes, import restrictions, lockouts and unusual natural phenomena.

9.2 Compensation in case of delay

If the seller is liable under the above rules, compensation shall be payable under the common compensation rules in Danish law, always provided that the seller cannot be held responsible for operating losses, loss of profit or other indirect losses.

9.3 Delivery date

If the delivery date is exceeded substantially and the delay causes considerable inconvenience to the buyer, the buyer shall be entitled to request delivery from the seller in writing and at the same time stipulate a final delivery date. This date must be reasonable in view of the delay already occurred.

9.4 Exceeding the delivery date

If, hereafter, the seller omits to take all the necessary measures to ensure delivery by the then fixed date, the buyer shall be entitled to cancel the contract by written notice to the seller. However, the buyer cannot cancel the contract in cases where the delay is due to the circumstances mentioned in point 9.1.

10. PRODUCT LIABILITY

The seller shall be liable for product defects under the general rules of Danish law, always provided that this product liability does not comprise operating losses, loss of profit or other indirect losses.

11. DISPUTES

Submission of questions concerning the delivery for the opinion of experts appointed by the court must follow the rules of the General Conditions for the Provision of Works and Supplies within Building and Engineering of 2018 ("Almindelige Betingelser for Arbejder og Leverancer i Bygge- og Anlægsvirksomhed af 2018") (AB 18), section 66.

Disputes between parties falling under AB 18, section 68, subsection 1, para (a) shall be settled in accordance with AB 18, section 68.

Disputes shall be finally settled by the Danish Building and Construction Arbitration Board, cf. the General Conditions for the Provision of Works and Supplies within Building and Engineering of 2018 (AB 18), section 69.