

General Conditions of Sale and Delivery

1. Application

1.1 Any delivery shall be made in compliance with these General Conditions of Sale and Delivery unless specifically derogated from by written agreement.

1.2 The Purchaser's specification of any special terms in the Purchaser's terms of purchase, orders etc. shall not constitute such derogation from the following General Conditions of Sale and Delivery unless accepted by the Seller in writing.

2. Offers

2.1 Offers shall be binding on the Seller for 4 weeks unless otherwise specified. Offers are subject to goods being unsold, however.

3. Product information

3.1 All information on weight, dimensions, price as well as technical and other data stated in catalogues, folders, circular letters, advertisements, images, price lists etc. is approximate information. Such information shall be binding only to the extent this is explicitly mentioned in the offer.

4. Quantity

4.1 Delivery will always be made in compliance with the quantity ordered.

5. Delivery

5.1 If a delivery clause has been agreed, such clause shall be interpreted in compliance with the Incoterms in force at the time when the contract was concluded. If no delivery clause has been agreed, delivery shall be ex works.

5.2 The risk passes to the Purchaser upon delivery of the goods. Delivery shall take place ex works SST Enclosures, cf. Incoterms 2020. However, if delivery is made by a third-party carrier, delivery takes place upon passing of the goods to such third-party carrier.

6. Time for delivery

6.1 In case of delay in delivery caused by force majeure (cf. clause 13) or on the basis of the Purchaser's circumstances, the time for delivery is extended to such extent as is deemed reasonable in view of the circumstances.

6.2 If, with the Seller's acceptance, the Purchaser cancels an order, the Seller is entitled to invoice his own as well as his sub-suppliers' shares of the order in question.

6.3 If the Seller is of the opinion that it is impossible to comply with the agreed time for delivery or that a delay is deemed to be likely, the Purchaser will be notified thereof in writing and, whenever possible, of the time when delivery is expected to take place.

7. Price

7.1 Unless otherwise agreed in writing, delivery takes place at the list prices applicable at the time of delivery. The Seller's prices are stated exclusive of VAT.

7.2 If the prices of raw materials are altered by more than 5 %, or if the exchange rate of the applicable currencies fluctuate by more than 5 %, we reserve the right to make price adjustments.

7.3 For orders worth less DKK 300.00, an administration fee of DKK 100.00 will be charged.

8. Payment

8.1 The Seller's terms of payment are specified in the invoice. Goods ordered by businesses that are not registered with us, must be paid cash on delivery.

8.2 If the Purchaser fails to pay punctually, the Seller is entitled to charge interest on the amount owed from the date of invoice plus the Seller's default interest rate applicable at the any time, currently 1.5 per cent per month or fraction of a month.

8.3 The Seller retains title to the goods delivered until payment in full has been made. Bills of exchange and instruments of debt do not constitute payment until fully redeemed.

9. Retention of title

9.1 The Seller retains title to the goods delivered until the purchase price in full has been paid, inclusive of interest, costs etc.

10. Return of goods

10.1 Goods may be returned only subject to prior agreement with the Seller.

10.2 If goods are returned, a fee of at least 25 % of the of the invoiced price for the consignment will be charged, at least DKK 250.00, however. The Purchaser must pay for carriage to the Seller's place of business and bears the risk of accidental loss of or damage to the goods until receipt of the goods at the Seller's place of business.

11. Liability for defects

11.1 Immediately upon delivery, the Purchaser is obliged to make such examination of a consignment as is required in order to establish any defects in the goods. If it turns out that a consignment has material defects, the Purchaser shall immediately notify the Seller thereof in writing, however, not later than 5 working days after delivery has been made.

11.2 If the Purchaser fails to give notice of defect in due time despite having discovered the defect, the Purchaser cannot rely on such defect at a later point in time.

11.3 In the event of defects in the goods, the Seller shall be liable according to the liability rules stipulated in the Danish Sales of Goods Act [*"købeloven"*].

11.4 The Seller shall never be liable for defects caused by incorrect handling, storage etc. by the Purchaser or at the Purchaser's place.

11.5 Wearing parts are not covered by the right to remedial action. Costs of installation and de-installation are not covered by the right to remedial action.

11.6 If the Purchaser himself is able to remedy the defect at the Purchaser's site, the Seller's obligation to remedy defects under this clause has been fulfilled when the Seller has sent a new or repaired part.

11.7 If defective consignments or parts are returned to the Seller with a view to replacement delivery or repair, the Purchaser shall pay the costs and bear the risk of transport unless otherwise agreed.

11.8 Defective parts which have been replaced as specified above shall be made available to the Seller.

11.9 The Seller undertakes to remedy defects in parts of the consignment that have been replaced or repaired on the same terms and on the same conditions as those applicable to the original consignment. However, the Seller's obligation to remedy defects in any part of the consignment ceases 24 months after delivery to the Purchaser.

11.10 Once the risk in the goods purchased has passed to the Purchaser, the Seller shall not be liable for defects other than as specified above. The Seller thus disclaims liability for any consequential loss such as business interruption at the Purchaser caused by the defect.

12. Liability for damage or injury caused by the consignment – product liability

12.1 If a consignment delivered by the Seller causes an injury, the Seller shall be liable for such injury subject to the provision of documentation that such injury is caused by acts or omissions by the Seller. The Seller shall not be liable for any damage to movable or immovable property.

12.2 The Seller shall under no circumstances be liable for business interruption, loss of profit or other consequential loss.

12.3 The Purchaser shall indemnify the Seller to the extent that the Seller incurs liability towards any third party where such liability exceeds the limits set above. The Purchaser is obliged to let himself be summoned to the court examining any claim for damages against the Seller because of damage or injury allegedly caused by a defect in one of the Seller's consignments.

13. Exemption from liability

13.1 The obligations undertaken with the conclusion of the contract lapse in case of force majeure as defined in clause 18 of NLS 95.

13.2 The following circumstances shall be considered as grounds for relief if they occur after conclusion of the contract and impede the performance of the contract:

Industrial disputes, strikes, lockout and any other circumstance beyond the control of the parties such as fire, war, mobilisation or unforeseeable military call-up of a comparable scope, acts of sabotage, acts of terror, pandemic, requisition, seizure, currency restrictions, restrictions in the use of power and defects or delays in deliveries by subcontractors caused by any such circumstance as referred to in this sub-clause.

13.3 The party intending to claim relief for any of the above conditions shall notify the other party in writing without delay on the occurrence and on the cessation of such circumstance.

14. Other provisions

14.1 Apart from the provisions above, clause 17 “Liability for Damage to Property Caused by the Goods” and clause 21 “Disputes, Applicable Law” of NLS 95 shall apply.

14.2 Any legal issues arising out of these General Conditions of Sale and Delivery with appendices and the interpretation hereof shall be settled according to Danish law.

14.3 SST Enclosures is entitled to decide whether disputes arising out of or in connection with this contract shall be decided by arbitration or before a court of law. In case of settlement by arbitration, the Danish Act on Arbitration [“lov om voldgift”] shall apply. In case of settlement before a court of law, the Court at Aalborg shall be the agreed venue.

Contact

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