

# WALTER SCHNORRER APS

## GENERAL TERMS OF SALE AND DELIVERY

### 1. SCOPE

- 1.1. Unless otherwise explicitly agreed in writing, the present terms of sale and delivery (the "Terms") shall apply to all orders, sales and deliveries of goods or services from the Seller.
- 1.2. The present terms shall not be changed and/or amended unless the Seller has given his written consent to such changes and/or amendments.

### 2. DEFINITIONS

The "**Seller**" shall mean Walter Schnorrer ApS, CVR: 11225136, Anker Engelunds Vej 6, DK-9200 Aalborg SV or affiliated businesses, including but not limited to subsidiaries which are owned or controlled fully or partly, directly or indirectly.

The "**Buyer**" shall mean any business which purchases or in any other way receives products or services from the Seller. The Seller does not offer to sell to private customers

"**Products**" shall mean any article or service sold, delivered, etc. by the Seller.

"**Order confirmation**" shall mean a written confirmation from the Seller regarding an order placed by the Buyer and/or confirmation of an agreement between Buyer and Seller.

"**Delivery**" shall mean any delivery to the Buyer of Products ordered from the Seller.

### 3. PRICES

- 3.1. All prices on the homepage shall be stated exclusive of VAT, customs duty and any other duties.
- 3.2. All prices shall be adjusted according to the exchange rate for DKK.
- 3.3. All duties, inclusive of VAT and customs duty, shall be covered by the Buyer.

### 4. ORDERS

- 4.1. An order can be placed by telephone, e-mail, letter, fax message and through other media.
- 4.2. Regarding enquiries, the Seller shall forward an Order Confirmation when the Buyer has accepted the offer from the Seller.
- 4.3. An order shall not have been placed correctly until the Buyer has received an Order Confirmation.
- 4.4. The Order Confirmation shall be the Buyer's documentation for the Products ordered, including number of Products and price. The Buyer shall without undue delay inform the Seller of any errors or deviations in the Order Confirmation.
- 4.5. The Buyer's order will be delivered in accordance with the information which appears from the Order Confirmation. The

Seller shall not be responsible for errors or deviations in the Order Confirmation which the Buyer has not reported.

- 4.6. If the Buyer wants to cancel an order, this shall only be possible on the basis of the Seller's prior written acceptance.
- 4.7. In the event of cancellation of an order, the Buyer shall indemnify the Seller for any related costs.
- 4.8. Pictures, sketches, drawings and other content of the homepage, the Order Confirmation, in product descriptions and catalogues, etc., shall be approximate and shall not be considered binding for the Seller.

### 5. DELIVERY

- 5.1. Unless otherwise agreed, the Products shall be delivered according to Inco terms 2010 Ex Works.
- 5.2. Unless otherwise stated or agreed, the time of delivery shall be calculated as from the date on the Order Confirmation.
- 5.3. It is a condition for item 5.2 that all technical details and formalities necessary for the execution of the order have been agreed. If this is not the case, the time of delivery shall be calculated from the moment when such details and formalities have been agreed.
- 5.4. If the Buyer rejects a delivery which meets the requirements according to the Order Confirmation, the Buyer shall be obliged to pay the Seller as if delivery had been carried out.
- 5.5. The Seller shall not be responsible for delays which are due to war, strikes, lockout, or other types of force majeure. In the event of such delays, the time of delivery shall be extended proportionally.
- 5.6. If the Buyer does not observe the terms of payment agreed, the Seller shall be entitled to refuse to deliver.
- 5.7. A delay which is not due to the Seller's breach of the conditions agreed shall not entitle the Buyer to cancel an order or claim compensation for the delay.
- 5.8. The Seller shall handle and package the Products according to its own standards, and any costs regarding handling, packaging and forwarding shall be covered by the Buyer, unless it appears clearly that this is included in the price.
- 5.9. Forwarding shall be at the Buyer's risk and the Buyer shall unless otherwise agreed with the Seller be responsible for taking out the necessary insurance policies.

### 6. PAYMENT

- 6.1. Payment shall be made by bank transfer, cf. the instructions on the homepage or in the Order Confirmation.
- 6.2. The Buyer shall not be entitled to withhold or revoke payment on the basis of claims made by the Buyer which the Seller has not accepted.
- 6.3. All payments shall be made directly to the Seller.

### 7. PROPERTY RIGHT

- 7.1. The Seller shall have full right of ownership to the Products until payment has been made in full.

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- 7.2. If part payment has been agreed, the Buyer shall be responsible for taking out insurance cover for the Products from delivery and until all payment obligations have been met.
- 7.3. The Seller shall keep the right to all drawings, sketches, proposals, etc., and unless otherwise explicitly agreed, the Buyer shall not be entitled to copy them or otherwise make them available to others.

### **8. DEFECTS**

- 8.1. The Seller shall be entitled to remedy defects within the first 12 (twelve) consecutive months after delivery of the products.
- 8.2. The Buyer shall respect the Seller's right to remedy defects during the same period of 12 (twelve) months.
- 8.3. The right to remedy defects shall include the remedying of defects caused by defects in connection with construction, manufacturing or materials. The Seller shall not be obliged to remedy if a defect is due to incorrect use of the products, including insufficient maintenance.
- 8.4. The Seller shall not be obliged to remedy any defect caused by the following:
  - 8.4.1. Lack of maintenance.
  - 8.4.2. If the instructions for use from the Seller have not been observed.
  - 8.4.3. If a person who does not represent the Seller has carried out repair work, etc., on the products without the prior consent of the Seller.
  - 8.4.4. Incorrect or inappropriate use of the Products.
  - 8.4.5. Extraordinary impact.
  - 8.4.6. Use of unoriginal spare parts or accessories.
- 8.5. The above exceptions shall apply to any product delivered by the Seller or any special construction or function delivered at the request of the Buyer.
- 8.6. Wear parts shall not be covered by the Seller's obligation to remedy defects.
- 8.7. If the Buyer wants to claim a defect, this shall be done immediately and no later than two days after the defect has been identified.
- 8.8. Any defective parts exchanged or replaced by the Seller shall be the property of the Seller.
- 8.9. Unless otherwise agreed, any mounting, demounting and transport of defective, repaired or replaced products, parts or materials shall be at the expense of the Buyer. The Seller shall not be liable for any consequential damage or loss in connection with defects, including the remedying of such defects.
- 8.10. The Seller's obligation to remedy defects shall lapse immediately if changes occur to the property right to the products.
- 8.11. Any loss which can be attributed to parts or components in an order which were not manufactured by the Seller shall

only be covered to the extent that the Seller is able to obtain cover from the sub-supplier in question.

### **9. LIABILITY**

- 9.1. The Seller shall only be liable for damage to real or personal property if such damage is due to gross negligence on the part of the Seller.
- 9.2. The Seller shall not be liable for injury or other types of damage, including consequential damage, lost profit or any other type of indirect loss in connection with injury or other types of damage if they are a result of incorrect use of the Products or negligence on the part of others than the Seller.
- 9.3. The Seller shall in no circumstances be liable for consequential loss, lost profit or other types of indirect loss.
- 9.4. If the Seller is held liable by a third party according to the rules on "Product Liability", the Buyer shall indemnify the Seller for all claims to the extent that the Seller has limited his liability according to item 10.
- 9.5. If a third party makes a claim against the Seller or the Buyer, the party receiving such claim shall be obliged to inform the other party accordingly.
- 9.6. The Seller's product liability shall in no circumstances apply 6 (six) months after the damage occurred. Nor shall the product liability apply to damage which occurs more than 5 (five) years from the date of delivery.
- 9.7. The Seller shall under no circumstances be liable for an amount higher than the amount which corresponds to the invoice value of the order to which the liability relates.

### **10. MOUNTING**

- 10.1. Mounting shall not be included in or part of a delivery unless otherwise stated on the homepage or in a written agreement between the Buyer and the Seller.

### **11. SPECIAL CONDITIONS**

- 11.1. If a situation arises in which the present terms are not sufficiently informative, the Seller refers to the UN Convention on Contracts for the International Sale of Goods ("CISG").
- 11.2. In the event of discrepancies between CISG and the present terms, the stipulations of the present Terms shall prevail.

### **12. VENUE AND GOVERNING LAW**

- 12.1. The present terms and Order Confirmations, agreements and / or transactions to which the present Terms apply shall be enforced and interpreted in accordance with Danish law.
- 12.2. Any dispute between the Buyer and the Seller, including any disputes regarding the existence, validity or possibility of terminating the present Terms shall be settled by arbitration for which the Danish Institute of Arbitration is in charge in accordance with the rules regarding the arbitration procedure adopted by the Danish Institute of Arbitration and

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in force at the time when such cases are initiated. The venue for the arbitration shall be Aalborg.