

General Terms and Conditions of Sale for UNI-TROLL EUROPE A/S – VAT no. DK 32340458

1. Scope of Applicability

1.1 These General Terms and Conditions of Sale ("GT") for UNI-TROLL EUROPE A/S (hereafter us or we as Seller) apply to all sales of Products and Services by us notwithstanding any conflicting, contrary or additional terms and conditions in any purchase order or other communication from you (hereafter you or the Buyer). No such conflicting, contrary or additional terms and conditions shall be deemed accepted by us unless and until we expressly confirm our acceptance in writing.

1.2 We reserve the right to change these GT at any time. We will give you four calendar weeks' notice of any changes by posting a notice on our website.

2. Offers, Purchase Orders and Order Confirmations

2.1 All offers made by us are open for acceptance within two full calendar weeks from the date of issue, unless otherwise specifically stated therein, and are subject to the availability and delivery of the Products offered from our suppliers, and are given with reference to drawings, prototypes and/or other specifications approved by you.

2.2 All purchase orders issued by you shall specify as a minimum the type and quantity of Products requested, applicable unit prices, delivery place and requested delivery week. No purchase order shall be binding on us unless and until signed order confirmation is given by us to you.

2.3 If Products are delivered under the terms of belonging to a specific UNI-TROLL pool, and e.g. the units are equipped with RFID marks, by accepting the order you also accept the terms of the UNI-TROLL pool management and UNI-TROLL pool terms of use including payment of repair & maintenance fee (R&M fee).

3. Prices and Terms of Payment

3.1 The prices for Products shall be those set forth in our order confirmation. All prices are exclusive of taxes, impositions and other charges, including, but not limited to, sales, use, excise, value added and similar taxes or charges imposed by any government authority.

3.2 Unless expressly stated otherwise in our order confirmation, payment for Products etc. shall be made two weeks after delivery without offset or deduction.

3.3 You must submit such financial information from time to time as may be reasonably requested by us for the establishment or continuation of payment terms. We may in our sole discretion at any time change agreed payment terms without notice by requiring payment cash in advance or cash on delivery, bank guarantee, letter of credit or otherwise.

3.4 If you fail to pay any invoice within seven calendar days of the due date of payment, we may suspend delivery of any purchase order or any remaining balance thereof until payment is made or terminate delivery of any purchase order or any remaining balance thereof by providing written notice of termination to you within seven calendar days of the expiration of the grace period. Further, we may charge you for interest from the due date to the date of payment at the rate of 1½ % per month. This shall be in addition to, and not in limitation of, any other rights or remedies to which we are or may be entitled at law or in equity.

3.5 Title to Products delivered shall remain vested in us and shall not pass to you until the Products and eventual delivery costs and services in addition hereto have been paid for in full. If you fail to pay any invoice within fourteen calendar days of the due date of payment, we may retake the Products covered by the invoice. You must insure all Products delivered to their full replacement value until title to the Products has passed to you.

4. Terms of Delivery and Late Delivery

4.1 Unless expressly stated otherwise in our order confirmation, all deliveries of Products shall be "EX WORKS" our suppliers and in accordance with the Incoterms 2010. The risk of loss or of damage to Products shall pass to you in accordance with the agreed delivery term.

4.2 The delivery time of Products shall be those set forth in our order confirmation. If we fail to deliver the last part of the Products within ten calendar weeks of the agreed delivery week, you may terminate the applicable purchase order in whole or in part (as to those Products affected by the delay) by providing written notice of termination to us within seven calendar days of the expiration of the grace period. You have no right to claim damages for any loss suffered as a result of the delay subject to the limitation of liability below. You have thus no exclusive remedies for late delivery except of termination of the purchase order as described above.

4.3 We reserve the right to make delivery in instalments different to those as listed in the delivery plan of the order confirmation.

5. Acceptance of Products

5.1 You must inspect all Products delivered upon receipt. You are deemed to have accepted all Products delivered unless written notice of rejection specifying the reasons for rejection is received by us within two calendar weeks after delivery of the Products.

6. Warranty

6.1 We warrant that upon delivery and for a period of twelve months from the date of delivery Products purchased hereunder will conform in all material respects to the applicable manufacturer's specifications for such Products and will be free from material defects in workmanship, material and design under use according to specifications. The warranty does not cover damage resulting from misuse, negligent handling, overloading, lack of reasonable maintenance and care, accident or abuse by anyone other than us.

6.2 With respect to Products which do not conform to the warranty our liability is limited, at our election, to (i) refund of the purchase price for such Products less a reasonable amount for usage, (ii) repair of such Products, or (iii) replacement of such Products; provided, however, that such Products must be returned to us, along with acceptable evidence of purchase, within two weeks after you discovered the lack of conformity or ought to have discovered it.

6.3 We make no other warranty, express or implied, with respect to Products delivered hereunder, and the warranty constitutes our sole obligation in respect of any lack of conformity of Products delivered hereunder (except title).

7. Confidentiality

7.1 You agree that all drawings, prints, prototypes and other technical provided to buyer by us, whether prepared by us or by third party under contract to us, might contain data which embody trade secrets and confidential know how of commercial value of us or third party under contract to us. You agree (i) to keep such information confidential; (ii) not to disclose such information to any other person, corporate division or entity; (iii) not to use such information except in connection with the Products supplied and (iv) not to sell, lease, loan or permit any other person, corporate division or entity to use such information for any purpose without our prior written consent. Nothing herein shall restrict the use of information generally available to the public.

8. Intellectual Property

8.1 You acknowledge, that we are the owner of brands, trademarks, designs, drawings, prototypes, patents, copyrights and other intellectual property relation to Products and Services, and that no right or license is conveyed by us to you to manufacture, have manufactured, modify, import or copy such Products.

8.2 If special tools, drawings and technical documentation for the manufacture of an order or part of it is used or have been developed, and you have not paid separately for this, the property remains with us and we have the right to use it for any order.

9. Intellectual Property Rights Infringement

9.1 If any Products delivered hereunder are held to infringe a third party's patent, utility model, design, trademark or other intellectual property right and you are enjoined from using same, we will, at our option and expense, (i) procure for you the right to continue using the Products; (ii) replace the Products with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function; (iii) modify the Products to make them non-infringing; or (iv) refund the purchase price of the Products less a reasonable amount for usage. The foregoing states our sole liability for intellectual property rights infringement.

10. Limitation of Liability

10.1 Neither of us will be entitled to, and neither of us shall be liable for, indirect, special, incidental, consequential or punitive damages of any nature, including, but not limited to, business interruption costs, loss of profit, removal and/or reinstallation costs, extra handling costs, procurement costs, loss of data, injury to reputation or loss of customers. Your recovery from us for any claim shall not exceed the purchase price for the Product giving rise to such claim irrespective of the nature of the claim, whether in contract, tort, warranty or otherwise.

10.2 We shall not be liable for any claims based on our compliance with your designs, specifications or instructions or repair, modification or alteration of any Products by parties other than confirmed in drawings issued and properly dated by us, or in general any claims from use in combination with other Products not specifically taken in consideration and confirmed in the development of the design.

11. Force Majeure

11.1 Either party shall be excused from any delay or failure in performance if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, terror acts, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of sixty calendar days, either party shall have the right to terminate the applicable contract(s) of sale, without liability, upon sixty calendar days' prior written notice to the other party.

12. Miscellaneous

12.1 The United Nations Convention for the International Sale of Goods shall not apply to these GT or to any contracts of sale entered into between us.

12.2 No waiver of any provision of these GT shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either party to enforce any provision of these GT shall not constitute a waiver of such provision or any other provision(s) of these GT.

12.3 Should any provision of these GT be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the parties and enforced as modified. All other terms and conditions of these GT shall remain in full force and effect and shall be construed in accordance with the modified provision.

12.4 These GT, offers, order confirmations and all contracts of sale entered into between us shall be governed by and construed in accordance with the laws of Denmark without giving effect to any choice of law or conflict of law provisions. Any suits, actions or proceedings that may be instituted by either of us against the other shall be instituted exclusively before the competent courts of Denmark, however, without prejudice to our right to bring suits, actions or proceedings in any other court which would have jurisdiction if this provision had not been incorporated into these GT.