

CONDITIONS OF SALE

1. Contractual basis
 - 1.1. These general Terms of Sale and Delivery shall apply to any offer, quotation or agreement to supply goods and services (the "Products") by DMS A/S ("the Seller") to the extent nothing to the contrary is agreed in writing between the parties.
 - 1.2. Any general terms and conditions contrary or differing from these or other restrictions imposed by the other party ("the Buyer"), is explicitly excluded and shall not be applicable.
2. Prices and Payment – Retention of Title
 - 2.1. All sales are made at prices in Danish kroner applicable at the date of delivery unless otherwise agreed. All prices are excl. VAT, public dues of any nature, packaging, transport etc. Price stipulations in price charts are without obligation and may at any time be changed without prior notice. Until delivery of the Product, Seller is entitled to increase the price equivalent to any price increase made by Seller's sub-contractors.
 - 2.2. Payment is made net cash not later than on delivery. On late payment default interest is charged at a rate of 2 % pr. commenced month. If payment is not made on time or if Buyer omits to take/receive the Product sold once Buyer is committed to do so, Seller is entitled immediately and without further notice to terminate the agreement with immediate effect.
 - 2.3. The property in the Product sold remains with Seller in all respects until Buyer effectively has paid the purchase price and all other costs attached to the purchase.
3. Time and Place of Delivery of Seller's Goods
 - 3.1. Times of delivery are approximate and not binding, unless otherwise specifically agreed and confirmed by Seller in writing.
 - 3.2. All deliveries are made "EX WORKS" (INCOTERMS 2020). The risk of the Product purchased passes to Buyer on delivery. In cases where Buyer is committed to collect the Product and Seller keeps them ready, the risk passes to Buyer already at that time. If it is agreed that delivery is to take place from a site other than Seller's place of business, the transport is made to such site, incl. any loading, at Buyer's own risk, unless otherwise expressly agreed.
4. Supervision, Duty of Inspection and Notice of Lack of Conformity
 - 4.1. Supervision
 - 4.1.1. If the Agreement includes supervision of use of the Product, Seller will provide the Buyer with one or more employees to supervise the Buyer's use of the Product. The installation is performed by the Buyer who must provide the necessary manpower and equipment on his own account.
 - 4.1.2. Unless otherwise agreed by the Parties, an agreed price for supervision of installation only includes airplane tickets and a specified number of working days. Any other costs related to the supervision, including all local expenses, internal country transportation, hotel stay etc., are not included and must be paid separately by the Buyer.
 - 4.1.3. The agreed price for supervision of installation shall not be reduced despite a less number of working days than agreed upon is needed for supervision.
 - 4.1.4. The Buyer has a duty to secure proper and suited working conditions for Seller's employees, including making the necessary safety measures, to secure access to rest, sleeping/overnight and canteen facilities as well as locked store rooms.
 - 4.1.5. The Buyer shall not be entitled to use the Seller's staff to perform any work not covered by the Agreement without the previous written consent from Seller.
 - 4.1.6. Unless otherwise expressly agreed, the Buyer takes the responsibility and liability to secure compliance with relevant local laws and regulations.
 - 4.1.7. If the supervision is suspended/delayed for a cause for which Seller is not responsible, Seller is entitled to:
 - a) Compensation for any extra work, waiting time or time spent on extra journeys, resulting from the delay, as well as any other documented costs incurred by Seller as a result of the delay, and
 - b) recall his staff at the expense of the Buyer.
 - 4.1.8. If the supervision is suspended by more than 3 months, Seller is entitled to terminate the Contract with immediate effect.
 - 4.2. Immediately on receipt, Buyer shall inspect the Product thoroughly to ensure that the Product are conforming with and delivered according to the contract. If Buyer at that time believes that the Product sold do not conform with the contract, Buyer must immediately notify Seller in writing if he will rely on nonconformity.

- 4.3. If in respect of Seller's Product or parts hereof Buyer receives notice of lack of conformity from Buyer's own customers or other users of Seller's Product, Buyer must immediately pass such notice in writing/tender the notice to Seller. If Buyer does not observe this duty, Buyer may not put forward any claims of nonconformity or compensation against Seller at a later stage, and in the mutual relationship between Seller and Buyer, Buyer must indemnify Seller against any claim rightly adjudicated directly from Seller in favour of Buyer's customers.
- 4.4. If within 12 months from the time of delivery Buyer has not made a written notice of lack of conformity, Buyer is in all respects prevented from relying on any nonconformity, compensation or guarantee claims or other remedies whatsoever.
5. Non-conformity
 - 5.1. Seller shall only be liable for defects which appear under the conditions of operation provided for in the agreement and under proper use of the Product.
 - 5.2. On receipt of the notice under Clause 4, Seller is obligated to, at its option, a) send one or more employees to repair and/or replace the defective part of the Product, b) demand if possible that the Buyer uninstalls and sends the defective parts of the Product to Seller for repair, c) send a replacement to the defective part of the Product for the Buyer to install or d) give the Buyer a reduction of the purchase price corresponding to the value of the defective part of the Product.
 - 5.3. If Seller chooses to perform the repair itself, the Buyer shall at his own expense provide access to the Product and arrange for any intervention in equipment other than the Product, to the extent that this is necessary to remedy the defect.
 - 5.4. Defective parts which have been replaced shall be made available to Seller and shall be his property.
 - 5.5. No defects
 - 5.5.1. If the Buyer has given such notice as mentioned in Clause 4.4 and no defect is found for which Seller is liable, Seller shall be entitled to compensation for the costs he incurs as a result of the notice.
 - 5.6. In cases of short deliveries (quantitative lack of conformity) Seller may make subsequent deliveries within a reasonable time, in which case Buyer may not invoke breach.
 - 5.7. Buyer carries the full risk that Seller's Products are suited for purposes particularly applicable for Buyer. Advice provided by Seller on the specific suitability of the Product is indicative only. As the buyer's application of the Products is beyond the control of Seller, Seller is not liable for the Buyer's actual use of the Product. Seller is not liable for any damage or loss arising out of the Buyer's incorrect or unusual application of the products
6. Limitation of Liability
 - 6.1. Seller shall not be liable for:
 - a) defects caused by circumstances, which arise after the risk has passed to the Buyer, e.g. defects due to faulty maintenance, incorrect installation or faulty repair by the Buyer or to alterations carried out without the Seller's consent in writing,
 - b) defects arising out of faulty supplies from external partners having been taken on or designated by the Buyer. This applies whether the agreement to the external partner or the external partner's services has been arranged by Seller,
 - c) for normal wear and tear nor for deterioration, or
 - d) chosen materials, including construction steel types, not being compatible with the chemicals to be used for the Product.
 - 6.2. Seller is only liable for defects in Seller's Product if Buyer has used the Product as prescribed and in a sound manner, and according to Seller's directions, if any. Seller's liability is limited to defects in Seller's own Product and not to defects or faults that arise in connection with Seller's Product being incorporated in or to those of others.
 - 6.3. The Seller shall not be liable towards the Buyer for loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever. Buyer will not claim compensation to cover the costs incidental to dismounting and remounting the objects or installations, in which the Product might be incorporated.
 - 6.4. To the extent that Seller is held liable towards third parties, Buyer must hold Seller harmless to the extent such liability exceeds the limits set out in these Terms.
 - 6.5. In no event shall Seller's liability for the Product supplied exceed the total contract price hereof.

7. Product Liability
 - 7.1. Seller shall not be liable for any damage to property caused by the Products after it has been delivered by Seller. Nor shall Seller be liable for any damage to products manufactured by the Buyer or damage to products of which the Buyer's products form a part.
 - 7.2. Seller shall not be liable for any damage resulting from incorrect or unusual use of the Product.
 - 7.3. The Seller shall not be liable towards the Buyer for loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever.
 - 7.4. Where a third party makes a claim for damages against the Buyer under the rules on product liability, the Buyer must inform Seller without delay. The Buyer must hold Seller harmless where third-party liability is imposed on Seller beyond the above-mentioned limitation of liability.
 - 7.5. Seller and the Buyer are under a mutual obligation to appear as defendants before a court of law hearing a claim for damages resulting from damage allegedly caused by the Products. As mentioned under Applicable Law, the relationship between Seller and the Buyer is governed by Danish law, and as mentioned under Venue any dispute must be brought before the Maritime and Commercial Court in Copenhagen.
8. Intellectual Property Rights and Secrecy
 - 8.1. All intellectual property rights to Seller's Products together with all material delivered in this connection belong to Seller.
 - 8.2. Buyer shall not without Seller's written consent grant third party knowledge of technical or commercial information, which according to their nature are confidential or which Seller at the time of making the contract or later had stated as confidential. All drawings, models and other technical documents on the Product, which prior to or after the making of the contract are handed from Seller to Buyer, remain the property of Seller. Without Seller's consent said material may alone be applied for the proper use or resale of the Product.
9. Force Majeure
 - 9.1. In case of force majeure, Seller is released from his obligations as long as the force majeure situation exists. Force majeure exists if Seller or Seller's sub-contractors are prevented from performing agreements governed by these Terms of Sale and Delivery to the extent that such performance is impeded or made unreasonably onerous by external circumstances that cannot be prevented by man, or a circumstance or unforeseen event or reason which is beyond reasonable control of the respective party ("Force Majeure"). This includes but is not limited to the following circumstances: war, civil war, insurrection, terror actions, public restrictions, import or export bans, catastrophes of nature of any kind as well as extensive or local industrial conflicts, illegal or legal strikes, national or local strikes, fire, power failure, computer viruses, defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this clause.
 - 9.2. A circumstance referred to in this clause whether occurring prior to or after the formation of the agreement shall give a right to suspension only if its effect on the performance of the agreement could not be foreseen at the time of the formation of the agreement.
10. Epidemic and disease control
 - 10.1. Seller shall always be exempt from liability for non-compliance with contractual obligations or delay due to direct or indirect measures in connection with epidemic and disease control. Such measures may be in a form which nationally and/or regionally and/or locally prevent compliance with the contractual obligations on the part of the supplier and/or third party employees
11. Applicable law and Venue
 - 11.1. Any disputes arising out of or in connection with agreements between Seller and Buyer are to be settled pursuant to Danish law without regard to its conflict of law's shall at the discretion of Seller be settled at the district court (Byretten) where Seller is domiciled or the Maritime and Commercial Court of Copenhagen (Sø- og Handelsretten i København).