

# **Terms and Conditions of sale**

Komproment Danish Building Design ApS  
Company registration no.: 38207350

These terms and conditions of sale apply to all agreements, unless otherwise agreed in writing.

## **1 Company information**

- 1.1 Komproment Danish Building Design ApS, company registration number 38207350, has established itself at the address Jellingvej 11, 9230 Svenstrup J ("KDBD").
- 1.2 KDBD can be contacted by phone at +45 9652 0710 as well as by e-mail at salg@komproment.dk.
- 1.3 KDBD is organized as an ApS.

## **2 Entire agreement**

- 2.1 These terms and conditions along with KDBD's offer, order confirmation and AB 92 shall constitute the entire agreement between the parties ("Agreement").
- 2.2 Modifications or additions to the Agreement are only valid insofar as they have been agreed upon in writing.
- 2.3 KDBD hereby expressly rejects any and all different, conflicting, or additional terms of the buyer appearing on any purchase order or any other document, and such terms will have no force of effect, either through acceptance of such purchase order by KDBD in writing or by performance.

## **3 Offer and order confirmation**

- 3.1 KDBD's written offers lacking a deadline for acceptance, shall be voided unless due acceptance has arrived at KDBD within 30 days of the offer's dating.
- 3.2 KDBD reserves the right to assign any non-binding offers or orders for stocked goods to other customers.
- 3.3 Orders are not binding for KDBD until KDBD's order confirmation has been dispatched to the customer and KDBD has received written acceptance from the customer.
- 3.4 The customer is not entitled to cancel or modify any binding order, unless KDBD by exception has agreed hereto in writing. If KDBD accepts a cancellation or modification of the order, the customer must indemnify KDBD of all additional costs or losses incurred due to the cancellation or modification, however, such indemnification shall never be less than 10 % of the contracting price excl. VAT.
- 3.5 If KDBD has not accepted modification or cancellation of the order in writing, the customer shall put KDBD in the same position as if the order had been fulfilled without default, and pay the contracting price to KDBD with a deduction of KDBD's avoided costs.

## **4 Prices**

- 4.1 All prices are in Danish crowns (DKK) excl. VAT, shipping, customs, taxes and other duties unless KDBD states otherwise.
- 4.2 If the prices of the offered or agreed deliveries change due to changes in purchase costs, the prices of raw materials, currency rates, shipping costs, customs, taxes, other duties etc., KDBD shall be entitled to alter the prices offered or agreed to by the customer accordingly.
- 4.3 Prices agreed on by KDBD and the customer include disposable packaging and the customer

is not compensated for the return of such packaging.

- 4.4 Prices agreed on by KDBD and the customer do not include reusable packaging, such as pallets and pallet frames, and KDBD may charge the customer for such packaging at current prices without reference hereto in offers or order confirmations unless otherwise agreed in writing.

## **5 Payment**

- 5.1 Terms of payment are 14 days from the dating of the invoice, unless otherwise agreed in writing or stipulated by the invoice.
- 5.2 Invoicing occurs at the time of delivery.
- 5.3 For late payment interests accrue at 1,5 % per beginning month.
- 5.4 Payment by setting off cannot occur if the customer's claim is disputed.
- 5.5 Default of KDBD's terms of payment is considered a fundamental breach of the contract and entitles KDBD to stop all further deliveries and demand every receivable, whether payable or not, paid immediately.

## **6 Collateral**

- 6.1 Upon request by KDBD, the customer puts up satisfactory collateral for his obligation to pay and does so within 8 days. The collateral is satisfactory if consisting of a bank guarantee, a surety bond or any other similar, secure method approved by KDBD.

## **7 Product information and modifications**

- 7.1 Information in product information, catalogues, datasheets, illustrations, pricing lists, commercials and the like are non-binding for KDBD, unless KDBD explicitly declares otherwise in writing in a document which is part of the Agreement.
- 7.2 KDBD retains the right to modify all product specifications without notice, if such modifications can be made without significant detriment to the customer.
- 7.3 Schematics, specifications etc., which have been disclosed by KDBD before or after entering into the Agreement remain the exclusive property of KDBD and may not be disclosed by the customer without KDBD's written consent.

## **8 Returns**

- 8.1 Goods are returnable only if agreed by the parties in writing.
- 8.2 Regardless of other circumstances, returned goods must be returned in saleable, undamaged condition and in original, unbroken packaging, otherwise the goods cannot be balanced.
- 8.3 If returned goods are accepted, the goods must be shipped FRANCO to KDBD's address, meaning that the customer bears all costs and risks of shipping. The goods are only returned, when the goods are in KDBD's possession.

## **9 Shipping**

- 9.1 Unless otherwise agreed by the parties in writing, shipping is free to any named place in

- Denmark, meaning from the truck as the customer is responsible for unloading, including crane or truck assistance etc.
- 9.2 It is a prerequisite for free shipping to any place in Denmark, that the place of delivery consists of isles connected by bridge. If the place of delivery cannot be reached by truck, the customer pays shipping costs.
  - 9.3 The customer accepts sole liability for any loss or damage in the goods after the time of delivery.
  - 9.4 All shipping at KDBD's expense is conditioned upon the place of delivery being readily accessible. The customer is liable for immediate unloading and any wait is at the customer's expense. Additionally, the customer is liable for any other circumstances, which impede or render contractual delivery impossible.

## **10 Shipping times**

- 10.1 Shipping times are determined individually in KDBD's offer or order confirmation.
- 10.2 Shipping times are determined by KDBD according to our best estimations and considering the circumstances, which were present at the time the offer was made and/or the Agreement entered into.
- 10.3 Unless otherwise agreed in writing, a postponement of the date of delivery of up to 1 month is always considered timely delivery, meaning that the customer may not raise any claim against KDBD on such grounds. If the customer makes any changes during the period of manufacture, the customer accepts an additional postponement of the time of delivery.
- 10.4 KDBD informs the customers of changes to the delivery schedule as soon as is practicable.

## **11 Delay**

- 11.1 If KDBD does not deliver at the agreed time of delivery, the customer may call for delivery in writing and set a final, reasonable delivery date.
- 11.2 If delivery does not occur before the abovementioned final delivery date, the customer is entitled to avoid the purchase.
- 11.3 The customer is not entitled to claim compensation for any direct or indirect losses or to raise any other claims for the delayed delivery.

## **12 Non-conformity and notice**

- 12.1 At the time of delivery the customer shall immediately, and no later than 8 days after receipt of the goods, performs such examination of the goods as conforms with professional standards.
- 12.2 If the customer would claim for non-conformity, the customer must immediately after the non-conformity is or ought to have been discovered give written notice to KDBD with a description of the nature of the non-conformity.
- 12.3 If the customer has or ought to have discovered non-conformity and the customer has not given notice hereof as set forth above, the customer may not claim for the non-conformity at a later time.

- 12.4 KDBD chooses whether to remedy any non-conformity, redeliver non-conforming goods or credit the customer.
- 12.5 The remedying of non-conformity does not include non-conformity, which is caused by incorrect installation and/or failure to use the goods in strict compliance with KDBD's instructions, faulty or incorrect usage, modifications or technical operations performed without prior written consent by KDBD, or extraordinary climatic impacts. Additionally, corrosive damage is not considered a non-conformity.
- 12.6 The right to remedy non-conformity does not cover parts exposed to wear and tear. Costs of installing or removing such parts are not included in the right to the remedy of non-conformity.
- 12.7 If the customer is capable of remedying the non-conformities at his location, KDBD's obligation to remedy non-conformity may be fulfilled by shipping new or repaired parts.
- 12.8 If non-conforming deliveries or parts are returned to KDBD for redelivery or repair, the customer must, unless otherwise agreed in writing, bear all costs and risks associated with the shipping.
- 12.9 Deliveries or parts shipped to the customer constituting redeliveries or repaired parts for the remedying of non-conformity are shipped at the customer's cost and risk.

## **13 Warranty**

- 13.1 Any product warranty set forth in the Agreement or by any other means shall be construed solely as transfer of such manufacturer's warranties or guaranties from KDBD to the customer, meaning that the customer has no claim against KDBD pursuant to the warranty in question, unless KDBD has offered a separate product warranty. Warranties are valid only insofar as their conditions have been met and all installation instructions etc. have been adhered to.
- 13.2 KDBD's liability for non-conformity in deliveries expires 5 years after invoice date.

## **14 Retention of title**

- 14.1 KDBD retains the title of the goods until the contracting sum, costs of delivery, shipping and handling as well as incurred insurance costs paid out by KDBD on behalf of the customer have all been fully paid by the customer.
- 14.2 Until the title to the goods has passed to the customer, the customer is not entitled to sell or otherwise handle the goods in a manner which is contradictory to the interests of KDBD's retention of title. Additionally, the goods must be stored separately.
- 14.3 The customer is not entitled to modify the goods either.

## **15 Local laws and regulations**

- 15.1 KDBD is not liable for compliance with applicable laws and regulations in countries in which the buyers uses the product. Hence, the buyer is assumed to have obtained all permits, licenses, registrations and other approvals required by every national, local or municipal government

or agency, in respect of the buyer's use of the product, including for resell and marketing.

## **16 Limitations of liability**

- 16.1 KDBD is not liable for any non-conformities except as provided by separate guarantees.
- 16.2 KDBD's liability is limited to direct losses and can, regardless of cause or the nature of the claim, never exceed the amount invoiced for the delivery, which caused the loss or is the direct cause of the claim or directly related hereto.
- 16.3 KDBD is not liable for loss of revenue, loss of savings, or other indirect losses or consequential damages caused by usage of the goods or the inability to use the goods, regardless of whether KDBD has been informed that such claims may be raised and regardless of whether this is due to simple or gross negligence.
- 16.4 KDBD is not liable for non-conformity in prototypes or other goods, which the customer has been made expressly aware that KDBD cannot confirm as suited for use in the manner intended by the customer, including goods which the customer has modified.
- 16.5 If the customer has an enforceable claim against KDBD, such a claim must be pursued no later than 1 year after the time of delivery, after which the customer cannot pursue the claim against KDBD.

## **17 Force majeure**

- 17.1 KDBD is not liable for losses caused by extraordinary circumstances and which prevent, hinder or increase the cost of fulfilling the Agreement, if they arise after the offer is made and lie outside KDBD's control, including:
- 17.2 Employment disputes, strikes, lockout, fire, war, rebellion, internal strife, weather and natural disasters, currency restrictions, seizure by public authorities, import- or export embargos, disruption of transport infrastructure, including energy distribution, significant price- and/or duty increases, currency fluctuations, production and shipping hindrances caused by circumstances, which cannot be ascribed to KDBD as well as force majeure and/or hardship suffered by relevant sub-suppliers.
- 17.3 Both parties are entitled to terminate the Agreement by written notice, if the fulfillment of the Agreement proves impossible due to any of the abovementioned circumstances. Such notice must be given within a reasonable period of time after the terminating part discovers or ought to have discovered the impossibility of fulfillment.

## **18 Immaterial rights**

- 18.1 The full proprietary rights to all immaterial rights related to the goods delivered by KDBD are the property of KDBD except for the rights owned by third parties.
- 18.2 The Agreement does not constitute a transfer of immaterial or proprietary rights in any way, shape or form.

## **19 Product liability**

- 19.1 KDBD is liable for product liabilities in accordance with the regulations set forth in Danish law regarding product liability.
- 19.2 The customer must give immediate notice to KDBD if a third party raises a product liability claim against the customer.
- 19.3 To the extent that KDBD is made liable to a third party, the customer is obligated to indemnify KDBD insofar as such a liability exceeds the boundaries set forth above, including for products which the customer has modified and for which the customer bears full and sole liability.
- 19.4 The customer liable to be sued at the same venue, which litigates claims for compensation against KDBD based on the alleged defects of KDBD's deliveries.

## **20 Partial invalidity**

- 20.1 Insofar as one or more provisions of these terms and conditions are found to be invalid, illegal or unenforceable, no other provisions shall have their validity, legality or enforceability be affected or diminished by such partial invalidity.

## **21 Disputes, choice of law, choice of venue**

- 21.1 Any dispute between the parties, which cannot be solved amicably, shall be settled solely by the Aalborg District Court under the application of Danish law.
- 21.2 Danish international private law, which points to a chosen law other than Danish law, and the The United Nations Convention on Contracts for the International Sale of Goods (CISG) are not, however, applicable.