

Terms and Conditions of Sale and Delivery for FIXNORDIC A/S

1. In general:

These Terms and Conditions of Sale and Delivery (hereinafter the "Terms") shall apply to any and all supplies from FIXNORDIC, unless otherwise accepted in writing by FIXNORDIC. In the event of a discrepancy between these Terms and the buyer's standard terms of business of any kind or nature, the Terms shall take precedence over the buyer's standard terms of business.

2. Quotations and price estimates:

Unless otherwise agreed in writing, a written quotation from FIXNORDIC is valid for one (1) month from the date of the offer. The buyer's written acceptance of the quotation shall be received by FIXNORDIC before the acceptance deadline. Price estimates are indicative only and are not binding on FIXNORDIC, regardless of how much the final price may differ from the estimate.

3. Specifications:

When placing an order, the buyer is responsible for providing a specification of the buyer's needs, preferences and technical requirements, if so demanded by FIXNORDIC.

FIXNORDIC generally reserves the right to make any necessary changes to the product without notice. Thus, all technical specifications submitted by FIXNORDIC are subject to such modifications.

4. Prices:

Agreed prices are exclusive of VAT, other charges and any specially levied taxes in effect from time to time. FIXNORDIC reserves the right to raise the price due to external cost increases, including increased taxes and charges which are beyond FIXNORDIC's control.

5. Prices and payment:

Terms and conditions of payment and a cash discount, as specified. For overdue payment, a reminder fee of DKK 100.00 will be charged per forwarded reminder, as well as 2% default interest per month or any part thereof from the due date.

6. Delivery:

For delivery in Denmark and for combined purchases over DKK 25,000.00, delivery is carriage paid, unless otherwise agreed in writing.

7. Delay:

Delivery time is specified in the quotation or order confirmation.

If a delivery delay arises from a circumstance set out in paragraph 10 or is due to the buyer's action or omission, the delivery time shall be extended to the extent deemed reasonable in the circumstances. This shall apply even if the cause of the delay occurs after the expiry of the originally agreed delivery time.

If the delivery time is exceeded by more than thirty (30) days, the buyer may demand delivery, by notifying FIXNORDIC of this in writing, and set a final reasonable deadline which may not be less than two (2) weeks. Only when it is ascertained that FIXNORDIC has not delivered by the deadline specified by the buyer may the buyer rescind the contract.

Rescission is the buyer's sole remedy for breach of contract and shall be exercised in writing.

The buyer may not bring any claim for damages against FIXNORDIC in case of delayed delivery or non-delivery.

8. Non-conformities:

The buyer undertakes to conduct the requisite examinations as soon as the buyer receives the consignment, and no later than eight (8) days from the date of delivery, to ascertain whether the consignment is in accordance with what has been agreed.

If the buyer wishes to file a complaint of non-conformity concerning the delivery, this shall be done in writing to FIXNORDIC. The complaint shall be filed immediately after the non-conformity is detected or should have been detected.

If the buyer wants to assert a claim for visible transport damage or missing components in a consignment, the buyer shall, upon receipt of the delivery, add a statement to the consignment note about this and have this signed by the carrier. In the event this does not happen, the buyer forfeits all remedies for non-conformity.

FIXNORDIC's liability solely comprises non-conformities detected within one (1) year of delivery, unless otherwise agreed in writing.

If the buyer does not inform FIXNORDIC of a non-conformity in writing within the specified time limits, the buyer forfeits any and all remedies for non-conformity.

In the event of non-conformity/damage concerning the consignment for which FIXNORDIC is responsible, FIXNORDIC is always entitled to release itself from liability by remedying the non-conformity.

If the non-conformity is remedied within thirty (30) days of the buyer's complaint, the buyer may not assert any additional claim against FIXNORDIC.

If FIXNORDIC is unable to remedy the non-conformity within thirty (30) days, the buyer may give FIXNORDIC a final remediation deadline, which may not be less than two (2) weeks.

If a remedy is not made by the prescribed deadline, the buyer may, in the event of material non-conformity, rescind the contract and demand repayment of the purchase amount.

FIXNORDIC is under no circumstances liable for operating loss, loss of time, loss of profits or other indirect loss. FIXNORDIC's liability may never exceed the purchase amount (the amount invoiced).

However, to the extent that delivered goods are used in a building project in Denmark, delivery shall be pursuant to the following construction supply clause, as formulated by the Danish Ministry of Housing's Construction Authority: "The supplier's contractual liability for defective performance relating to supplies ceases five (5) years after the handover of the building in which the supply is included. For deliveries to inventory or for resale, however, liability ends no later than six (6) years after delivery to the buyer. If it has been proven that a claim concerning contractual liability for defective performance cannot, or only with great difficulty, be asserted against the supplier's purchasers, it is acknowledged that the claim may also be asserted directly against the supplier. The supplier may only be held liable for non-conformity in these cases as well to the extent that its own supply is non-conforming and, furthermore, only to the extent that this is implicit in the supplier's own contractual relationship with its buyer."

9. Contractual liability:

FIXNORDIC is under no circumstances liable for operating loss, loss of time, loss of profits or other indirect loss.

FIXNORDIC's liability may never exceed the invoiced amount for the product sold.

10. Force Majeure:

FIXNORDIC cannot be held liable for failure to comply with its obligations to deliver if this situation is due to circumstances beyond the control of FIXNORDIC as a result of force majeure.

Force majeure includes the following situations: natural disasters, war, civil unrest, mobilization, failing supplies of raw materials, failing transport options, import and export bans, currency restrictions or any other event that impedes or restricts the usual production process, lockout, strike, fire or damage to FIXNORDIC's production equipment.

Force majeure at a contracted external supplier of FIXNORDIC shall have the same consequential exemption from liability in the relationship between the buyer and FIXNORDIC as if the force majeure situation had arisen at FIXNORDIC itself.

In cases of force majeure, FIXNORDIC may choose between rescinding the transaction or parts thereof and implementing the delivery as soon as impediments to ordinary delivery have ceased.

11. Return goods:

If FIXNORDIC accepts that a consignment is non-conforming, the return of said consignment shall be at FIXNORDIC's expense, provided that the buyer complies with FIXNORDIC's packaging and shipping instructions.

Returned goods shall be returned to FIXNORDIC in original and undamaged packaging. In the event that the original packaging is damaged or destroyed, it is the duty of the buyer to ensure proper packaging and packing.

For the return of the consignment, the same mode of shipment shall be used as for FIXNORDIC's shipment to the buyer. If the consignment is not returned in the manner prescribed by FIXNORDIC and the consignment is damaged as a result, the buyer shall not be entitled to assert a claim of either original or subsequent nonconformity.

12. Product liability:

FIXNORDIC may only be held liable for personal injury to the extent that this is implicit in mandatory provisions of the Product Liability Act.

FIXNORDIC cannot be held liable for damage to immovable property or movable property, to products manufactured/processed by the buyer or to products in which they are included.

To the extent that product liability may be imposed on FIXNORDIC by a third party, the buyer shall undertake to indemnify FIXNORDIC to the same extent as FIXNORDIC's liability is limited pursuant to this provision.

Restricted access may not be asserted, however, if FIXNORDIC has committed gross negligence.

13. Jurisdiction and choice of law:

Any disputes between the parties shall be settled before an ordinary court of law with the Court of Horsens as first instance. The parties' agreement is governed by Danish law.

14. Other regulation:

The Danish International Sale of Goods Act No. 733 of 7 December 1989 shall not be in force between the parties.

Moreover, these Terms shall take precedence over the declaratory provisions of national and international legislation, including but not limited to the Danish Sale of Goods Act.

Otherwise, the general terms and conditions of delivery NLS 95 shall apply, as the above mentioned Terms and Conditions of Sale and Delivery take precedence over this.