

## 1 TERMS OF USE

1.1 The following general Sales- and Delivery conditions (the "Conditions") shall apply for all agreements between Carsoe A/S ("Carsoe") and Carsoe's customers ("Buyer"). The Conditions shall apply in relation to all Carsoe's deliveries (including offers, sales, deliveries and services), and deviations must be explicitly agreed in writing between Buyer and Carsoe. The Buyer's general terms and conditions shall not apply.

## 2 ORDER QUOTATION AND CONFIRMATION

2.1 All quotations made by Carsoe are open for acceptance within thirty (30) calendar days from the date of issue unless otherwise specified therein and are subject to the availability of the goods offered. The Buyer is responsible for supporting Carsoe with all relevant information such as technical specifications, drawings and other documentation relevant for preparing the quotation and eventually executing the order.

2.2 An order confirmation is only to be amended or modified subject to the written consent of Carsoe.

2.3 Carsoe is not responsible for misprints or errors of any kind in brochures, price lists, on the website or in other sales material.

## 3 PRICES AND PAYMENT TERMS

3.1 Payment shall be made in the currency stated in the order confirmation and invoice.

3.2 All prices are excluding VAT and other taxes, duties or governmental fees.

3.3 If any changes regarding exchange rate, material prices, freight, assurance, customs, taxes, labor wages etc. have occurred before the time of delivery, then Carsoe is entitled to adjust the price accordingly.

3.4 Payment must be made in accordance with the payment terms stated in the order confirmation. If payment is not made in time, then Carsoe is entitled to calculate interest of 1.0% per commenced month from the due date. If Buyer fails to pay any invoice within seven calendar days of the due date, then Carsoe may suspend the delivery of further orders or any remaining balance thereof until payment is made.

3.5 If Buyer fails to accept delivery at the agreed time, Buyer is also obliged to pay the purchase price as if delivery had taken place as agreed. Withholding of payment due to counterclaims of the Buyer is not allowed. This also applies if the Buyer objects to the shipment or claims deficient delivery.

## 4 TITLE TO GOODS

4.1 Title to goods delivered shall remain vested in Carsoe and shall not pass to Buyer until the goods have been paid for in full.

## 5 PRODUCT INFORMATION

5.1 Documents attached to or referred to in the order confirmation are credible. All other information on weight, dimensions, capacity, price, technical- and other data listed in catalogues, prospects, circular, ads and image material which Carsoe has presented to the Buyer is for information purposes only and are not a part of the agreement.

5.2 All products purchased from Carsoe must be installed and used in accordance with the installation and maintenance Instructions provided by Carsoe. The said instructions are available at [www.Carsoe.dk](http://www.Carsoe.dk) or can be requested at Carsoe.

5.3 The Buyer shall ensure that the products are fit for the Buyer's purpose.

## 6 DELIVERY TERMS

6.1 Unless otherwise in the order confirmation, delivery terms for sales orders are – EXW (Incoterms 2010).

6.2 Agreed delivery clauses are always interpreted in accordance with Incoterms 2010.

6.3 Upon receipt of the Goods, the Buyer shall check the goods for any visible damages. If any damage is found for which Carsoe is responsible, then Carsoe must be notified in writing within 24 hours after receipt giving information of Carsoe's sales order number and delivery note number.

6.4 Carsoe will select packing materials for return, and if Carsoe has to arrange shipment then Carsoe will also select the transportation mode. Alternatively, Carsoe may decide to conduct onsite repair.

## 7 DELAYED DELIVERY

7.1 If Carsoe becomes aware that a delay will occur, then Carsoe shall without undue delay notify the Buyer in writing thereof stating the cause of the delay and, wherever possible, the time when delivery is likely to take place. Carsoe shall use reasonable best endeavors to overcome the delay.

7.2 If Carsoe has complied with the obligation stated above, then the Buyer shall have no further remedies as a consequence of the delay.

7.3 Buyer cannot object to partial delivery from Carsoe.

## 8 DELAYS BY BUYER

8.1 If the Buyer becomes aware that he will not be able to take delivery of the goods by the stipulated date – or if a delay on his part is likely to occur – he shall immediately notify Carsoe in writing, stating the cause of delay and, wherever possible, the time when receipt is likely to be able to take place. Notwithstanding that the Buyer fails to take delivery of the goods at the stipulated time, he shall make any payment contingent upon delivery as if delivery of the relevant goods had taken place. Carsoe shall make sure that the goods are stored for the Buyer's account and at the Buyer's risk.

## 9 RESPONSIBILITY FOR DEFECTS

9.1 If the Buyer wishes to claim that the delivered products are defective, then the Buyer must complain to Carsoe immediately after the defect has been discovered. Carsoe's responsibility shall in all circumstances cease if notice has not been received within 12 months after delivery. Carsoe will as soon as possible, within normal working hours, repair or renew defective or unserviceable parts. The responsibility does not cover the consequences of misuse, negligent handling, lack of reasonable maintenance and care of the products or non-compliance with the installation and maintenance Instructions provided by Carsoe. Furthermore, the responsibility does not cover wear parts. If repairs are required, the goods (or the relevant parts thereof) have to be sent to Carsoe for examination, repair, test and/or replacement and the Buyer shall be fully responsible for dismantling and re-mantling of the goods. All freight costs are paid by Carsoe. Carsoe may in its own decision decide to conduct onsite repair.

9.2 The remedy stated above shall constitute the Buyer's entire remedies in case of non-compliant delivery, and the Buyer shall under no circumstances be entitled to terminate the order or claim direct or indirect damages or other financial compensation.

## 10 PRODUCT LIABILITY

10.1 Carsoe is only responsible for personal injury if it can be proven that the damage is caused by either Carsoe or others that Carsoe is responsible for. Carsoe shall assume no liability beyond applicable mandatory product liability law. If Carsoe assumes any liability towards third parties, then the Buyer is obliged to indemnify Carsoe to the same extent as Carsoe's liability is limited in accordance with this clause.

## 11 LIMITATION OF LIABILITY

11.1 Carsoe shall under no circumstances be liable for indirect or consequential damages such as loss of profit, loss of operations, loss of sales or loss of goodwill.

## 12 PROPERTY RIGHTS

12.1 All intellectual property rights and other proprietary rights related to the goods and services such as patent rights, trade marks, copy rights utility models, know-how, trade secrets, drawings, manuals, catalogues, guidelines, instructions etc. shall remain the sole property of Carsoe.

## 13 FORCE MAJEURE

13.1 The following circumstances will result in exemption from liability if they prevent performance of the agreement or make performance unreasonably onerous; labor disputes and any other circumstances beyond the control of the parties concerned, such as fire, war, mobilization or military call-up of similar dimensions, requisition, confiscation, currency restrictions, civil unrest or riots, strikes, the absence of transport, general shortages of goods, restrictions in fuel, and defects or delays in deliveries from sub-suppliers.

13.2 The party wishing to claim any cause of force majeure shall without undue delay inform the other party in writing about the beginning and end of such causes.

## 14 APPLICABLE LAW AND JURISDICTION

14.1 The Conditions are construed in pursuance with and shall be governed by substantive Danish law including UN's Convention on the International Sales of Goods if applicable. Any dispute arising out of or in connection with the Conditions, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administered by The Danish Institute of Arbitration in pursuance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced.