

## 1. Range of Application.

- 1.1. Unless otherwise agreed in writing between the parties or as provided by mandatory legal provisions, these terms and conditions of sale and delivery shall apply to all agreements concerning deliveries from Emtelle Scandinavia A/S.
- 1.2. These terms and conditions of sale and delivery shall take precedence over any provisions stated in the purchaser's order/acceptance, including the general conditions of the purchaser.

## 2. Offers and Prices.

- 2.1. All prices are stated in Danish kroner (DKK) exclusive of VAT.
- 2.2. Offers made by Emtelle Scandinavia A/S shall lapse unless acceptance in writing has reached Emtelle Scandinavia A/S within thirty (30) days of the date of the offer or within the period of validity stated in said offer.
- 2.3. All prices stated in price lists, catalogues, advertisements or the like are purely indicative.

## 3. Delivery.

- 3.1. Delivery is made "ex works Emtelle Scandinavia A/S", cf. Incoterms 2000.
- 3.2. The transport of the goods is at the expense and risk of the purchaser. Emtelle Scandinavia A/S shall not take out insurance pertaining to the purchaser's risk for the transport.
- 3.3. All goods are sent by Emtelle Scandinavia A/S to the purchaser in the manner and by the route Emtelle Scandinavia A/S considers most appropriate.

## 4. Delays.

- 4.1. Should Emtelle Scandinavia A/S find that it is not possible to deliver to the agreed time, Emtelle Scandinavia A/S shall inform the purchaser of same and at the same time indicate when the delivery is likely to be made.
- 4.2. Unless the delay in delivery is attributable to negligence on the part of Emtelle Scandinavia A/S, the time of delivery shall be postponed to the extent considered reasonable according to the situation, after which Item 4.3 shall be applied correspondingly. The time of delivery shall be postponed even though the cause of the delay may have arisen subsequent to the expiry of the originally agreed time of delivery.
- 4.3. In the event of delivery being delayed by more than eight (8) days on account of negligence on the part of Emtelle Scandinavia A/S, the purchaser shall be entitled, in a written communication to Emtelle Scandinavia A/S, to demand delivery and set a final, reasonable deadline of not less than eight (8) days. Should Emtelle Scandinavia A/S fail to deliver within the deadline thus set, and should this failure be attributable to negligence on the part of Emtelle Scandinavia A/S, the purchaser shall be entitled to contact Emtelle Scandinavia A/S in writing to terminate such part of the agreement as may pertain to the delayed part of the delivery.
- 4.4. Emtelle Scandinavia A/S shall accept no liability for the purchaser's losses – including operating losses, loss of profits and other indirect losses – incurred through any delay in delivery, and Emtelle Scandinavia A/S will not pay any compensation for such losses.

## 5. Defects.

- 5.1. The purchaser is obliged, immediately on reception, to perform a careful inspection of the goods with a view to establishing whether the goods feature any defects and/or hazardous properties. The purchaser should carry out any and all tests specified in the Emtelle installation instructions for the good before and after installation. The latest version of these installation instructions can be requested by e-mail from NordicSalesDK@emtelle.com at any time.
- 5.2. The purchaser shall immediately – and no later than two (2) years after the time of delivery – notify Emtelle Scandinavia A/S in writing concerning any defects. If the purchaser fails to issue such notification – irrespective of whether the purchaser has or should have discovered the defect(s) – the purchaser shall not be entitled to claim for any defect(s) at a later date.
- 5.3. Having received written notification from the purchaser pursuant to Item 5.2. Emtelle Scandinavia A/S is entitled and, indeed, obliged to rectify the defects or, at the discretion of Emtelle Scandinavia A/S, to implement a replacement delivery without undue delay. Emtelle Scandinavia A/S shall be responsible for paying any and all costs associated with such rectification and/or replacement delivery.

Insofar as any dismantling, assembly or similar procedures involve anything other than the defective item itself, all work and costs in this regard shall be the sole responsibility of the purchaser. The purchaser shall be obliged to pay any and all additional costs incurred by Emtelle Scandinavia A/S for rectification and/or replacement delivery resulting from the defective item not being present at the destination stated in the agreement or – in the absence of any statement to this effect – at the point of delivery.

- 5.4. Should the defect be significant and should Emtelle Scandinavia A/S fail to fulfil its obligations pursuant to Item 5.3. the purchaser shall be entitled to lay down a final, reasonable deadline in writing of not less than eight (8) days. Insofar as Emtelle Scandinavia A/S should fail to fulfil its obligations pursuant to Item 5.3. within the deadline thus set, the purchaser shall be entitled to terminate the agreement with regard to the defective part of the delivery.

- 5.5. With the exception of the obligation to rectify defects or make replacement deliveries pursuant to Item 5.3. and the obligation to repay any purchase sum paid subsequent to a termination of the agreement, Emtelle Scandinavia A/S shall accept no liability for defects nor for any losses incurred by the purchases – including operational losses, loss of profits and any other indirect losses – resulting from defects, and no compensation for such will therefore be paid by Emtelle Scandinavia A/S. However, this limitation shall not apply in the event of gross negligence on the part of Emtelle Scandinavia A/S.

## 6. Product Liability.

- 6.1. Emtelle Scandinavia A/S shall accept no liability for damage caused by the goods to real property or movables, including products manufactured by the purchaser, unless Emtelle Scandinavia A/S has displayed gross negligence. A similar limitation shall apply to damage caused by products manufactured by the purchaser in which the goods form part.
- 6.2. Under no circumstances shall Emtelle Scandinavia A/S accept liability for operational losses, loss of profits or any other indirect losses.
- 6.3. The purchaser shall indemnify Emtelle Scandinavia A/S to the extent that Emtelle Scandinavia A/S may be called to account by a third party for such damage or such losses for which Emtelle Scandinavia A/S – pursuant to the provisions of Items 6.2. and 6.3. – cannot be held liable in relation to the purchaser.
- 6.4. Provided that a claim for damages is raised by a third party against one of the parties pursuant to this provision, the party in question shall inform the other party of same without delay.
- 6.5. The purchaser shall be obliged to accept the instigation of legal proceedings against him at the court of law or the arbitration tribunal dealing with the claim for damages raised against Emtelle Scandinavia A/S on the grounds of damage or losses allegedly caused by the goods or a product in which the goods form a part.

## 7. Terms of Payment.

- 7.1. Payment shall be made in accordance with Emtelle Scandinavia A/S' terms of payment applicable at any given time, as stated on the order confirmation.
- 7.2. Default interest in the amount of 1% per month or part thereof shall be payable on any and all late payments.

## 8. Retention of Title.

- 8.1. All goods shall remain the property of Emtelle Scandinavia A/S until such time as payment is made in full.

## 9. Clause regarding Deliveries to the Building Industry.

- 9.1. To the extent that the goods are to be used for the performance of work subject to AB92, the below stated clause regarding deliveries to the building industry shall be applied, with the associated temporal extent of Emtelle Scandinavia A/S' liability concerning defects.
- 9.2. Emtelle Scandinavia A/S' liability for defects in the goods shall expire five (5) years subsequent to the delivery of the work in which the goods form part – although no later than six (6) years after delivery to the purchaser.
- 9.3. Insofar as it may be considered proven that a claim concerning defects in the goods cannot, or can only with great difficulty, be raised successfully against Emtelle Scandinavia A/S's purchaser or against subsequent purchasers, it shall be recognised that such claim can, in addition, be raised directly against Emtelle Scandinavia A/S. In such situations, too, Emtelle Scandinavia A/S can only be held liable for defects to the extent that the goods in question may be defective and, moreover, only to the extent pursuant to Emtelle Scandinavia A/S' contractual relationship with Emtelle Scandinavia A/S' purchaser.
- 9.4. In all cases, Emtelle Scandinavia A/S accepts that legal proceedings can be instigated against it together with the purchaser and any subsequent purchasers on account of the internal relationship between the parties. All such cases shall be tried by the Danish Court of Arbitration for Building and Construction Work.

## 10. Governing Law and Venue.

- 10.1. Any disputes arising out of or in connection with the Agreement, the delivery and any related matters shall be settled in accordance with Danish legislation, and legal matters in this respect shall be brought before the Danish Maritime and Commercial Court in Copenhagen, Denmark, unless Emtelle Scandinavia A/S should decide on a different venue.