

Conditions of Sale and Delivery

Last updated 7th of February 2023

These general Conditions of Sale and Delivery shall apply to all supplies for business customers ("B2B") from BIBUS SINDBY A/S unless otherwise specifically indicated in another agreement.

1. Quotations and Delivery

Unless otherwise agreed, all orders are booked at the prices valid on the day of delivery and both with regard to price and delivery with reservation of strikes, lockouts, and other circumstances outside BIBUS SINDBY A/S' will, cf. Article 7. It should be emphasized that BIBUS SINDBY A/S cannot be held responsible under circumstances as those mentioned in Article 7.

Unless otherwise agreed in writing, the delivery times stated in quotations or order confirmations are to the best of BIBUS SINDBY A/S' judgment. In case of delays caused by BIBUS SINDBY A/S' non-observance of the agreed time of delivery, or if a delay is to be expected, buyer shall be notified in writing and, if possible, informed of the time at which delivery can be expected.

Provided that BIBUS SINDBY A/S is not in a position to deliver the goods at the agreed delivery time or according to an extended time of delivery cf. previous paragraph, the buyer is entitled to cancel the purchase, unless the delay is unessential.

For goods bought in bulk, BIBUS SINDBY A/S is entitled to supply the quantities stated in quotation or order confirmation +/- 10%.

In case of loss in consequence of delay or non-delivery suffered and proven by the buyer, BIBUS SINDBY A/S' liability may never exceed DKK 75 thousand.

However, BIBUS SINDBY A/S. can never be held responsible for any indirect loss.

When making a quotation, BIBUS SINDBY A/S is only bound by the quotation, provided that the quotation is accepted by buyer within 30 days from the date of the quotation.

For orders below DKK 500.00 net, a processing fee of DKK 58.00 will be added.

2. Technical Information, Product Information etc.

All information in leaflets, catalogues, price lists etc. on weight, dimensions, capacity, performance, and other technical data are approximate and only binding to the extent that the agreement, including quotation or confirmation of order, expressly refers to them.

3. Payment

Payment shall be made in cash no later than on the due date. If not payment date is specified, payment shall be made in case on receipt of goods.

In case the buyer does not pay in due time, and if the delay is not due to BIBUS SINDBY A/S, BIBUS SINDBY A/S is entitled to charge default interest from the date of payment at a rate of interest of 2 per cent per month. BIBUS SINDBY A/S reserves property in the goods until the goods have been fully paid.

The buyer has no right to square by a set-off, unless BIBUS SINDBY A/S has accept-ed/acknowledged the set-off/objection.

4. Returning products

Returned products are only accepted after prior agreement (order number must be stated). The products are returned without charge, in its original packaging and in undamaged condition. If the reason for the return is not our fault, only 90% of the invoice amount will be credited.

5. Remedy of lack of conformity

Within a period of 60 days from delivery to the first user BIBUS SINDBY A/S shall take upon themselves without undue delay to deliver substitute goods, in case the goods do not conform to the contract, i.e. in case of defects in the construction, material or manufacture – unless these defects are not caused by work carried out or drawings prepared by BIBUS SINDBY A/S.

The remedy does not include such cases in which the defects are caused by the lack of maintenance of the goods or by the non-observance of BIBUS SINDBY A/S' directions with regard to the use of the goods, alterations or technical interference carried out without the written consent of BIBUS SINDBY A/S, or extraordinary climatic influence.

Provided that the buyer wants to complain about any lack of conformity, a written complaint should be made immediately and without undue delay after the lack of conformity has been discovered.

Upon BIBUS SINDBY A/S' receipt of the complaint about nonconformity, which is considered to be included in this provision, BIBUS SINDBY A/S shall without delay remedy the lack of conformity.

In case nonconforming goods or parts are returned to BIBUS SINDBY A/S for replacement or repairs, the buyer shall, unless otherwise agreed, bear the expense and the risk of the transport.

Delivery of substitute or repaired goods or parts to the buyer shall, unless otherwise agreed, be for BIBUS SINDBY A/S' account and risk.

Nonconforming parts, which have been replaced according to the above, shall be placed at BIBUS SINDBY A/S' disposal.

BIBUS SINDBY A/S shall remedy any lack of conformity of parts of the supply which were replaced or repaired on the same conditions and under the same circumstances as for the original supply.

When the risk has passed to the buyer, BIBUS SINDBY A/S is not liable for nonconformities other than those mentioned above. BIBUS SINDBY A/S thus disclaims liability for any indirect loss, such as consequential loss or loss of time, which the nonconformity may have caused the buyer.

If the buyer can remedy the lack of conformity on site himself, BIBUS SINDBY A/S' liability to remedy the lack of conformity has been fulfilled after this point by sending a new or repaired part.

The buyer loses the right to rely on a lack of conformity of the goods if he does not give the seller notice thereof at the latest within a period of 3 month from delivery date.

6. Liability for damage/product liability

In case a supply from BIBUS SINDBY A/S causes damage, BIBUS SINDBY A/S. is liable for personal injury on condition that it can be proved that the injury is due to an act or omission of BIBUS SINDBY A/S. BIBUS SINDBY A/S is not liable for damage to goods or real property.

BIBUS SINDBY A/S shall under no circumstance be liable for consequential loss, loss of profits or any other indirect loss.

In case BIBUS SINDBY A/S may be held responsible to third party, the buyer is liable to compensate for any loss suffered by BIBUS SINDBY A/S to the extent that such a liability is beyond the limits fixed above. The buyer is liable to let himself be sued at the same court which deals with claims for

damages against BIBUS SINDBY A/S for any damage which is claimed to be caused by a lack of conformity of one of BIBUS SINDBY A/S' supplies.

7. Exemption Clause – Force Majeure

The following circumstances shall suspend the performance of obligations when they occur after the conclusion of the contract and prevent the performance of the contract.

Labour disputes, strikes, lockouts, pandemics, epidemics and any other circumstance, for which the parties have not been responsible, such as fire, war, mobilising, or unforeseen calling up for military service of comparable extent, acts of sabotage, requisition, placing of an embargo, currency restrictions, riots and disturbances, lack of means of transport, common scarcity of goods, restrictions on motive power, and lack of conformity of supplies from sub-suppliers, or delays of such supplies, which are due to any of the circumstances mentioned in this clause.

The party who wishes to rely on any of the mentioned circumstances shall, without undue delay, notify the other party in writing of the commencement and ceasing of the occurrence.

By giving a written notification to the other party, both parties are entitled to revoke the contract, when the performance within a reasonable period is impossible owing to some of the circumstances mentioned in this clause.

8. Title

The Seller retains his title to the subject of sale until the whole purchase price and the costs incurred by the Seller for the Buyer's account in connection with delivery, shipment and insurance of the goods have been paid, or until the agreed performance guarantee has been provided. Until this happens, the Buyer shall not be entitled to sell on the goods to a third party or otherwise dispose of them in a manner which is in contravention of the Seller's retention of title.

In the case of conversion or processing of the subject of sale which does not cause it to lose its characteristics or identity, the retention of title shall persist in such a way that it also covers the converted or processed product at the value it had before conversion or processing.

Once the Buyer has paid or provided the agreed security for all moneys due, and the title to the subject of sale has passed to the Buyer, the Seller shall confirm this assignment of title at the Buyer's request.

Drawings, specifications, descriptions, etc., supplied by the Seller for the Buyer to use in his exploitation of the subject of sale shall remain the Seller's property and must not be passed on without written contract with the Seller or in any other way be utilized in contravention of the Seller's permission.

9. Settlement of Disputes – Forum Clause

Any disputes that may arise in connection with agreements made between the parties, including disputes regarding the existence or validity of the agreement, must be settled according to Danish law at the Court in Kolding as first instance.